

Notes by Roark

May 2016

## TWO DAY INSTRUCTIONAL ON EQUITY FOR PRIVATE CITIZEN

### DAY ONE

Author/Instructor - Skype ID "bigpowerplants".

1. Dear Student. You are entering a journey back to where you arrived on the day of your nativity. The rights you had the moment you were birthed were of the highest, purest unalienable rights and status that are enforceable in a court that exists nowhere else in the history of the world. The United States of America is a genius but costly established private trust arrangement established under the rules of equity/chancery signed by multiple joinders & witnesses and it protects your unalienable "beneficial" rights. Unfortunately, by ignorance, nobody also told you that private trust laws, not commerce, govern the essence of the entire Western World since Jesus Christ brought the "new covenant," and **THE BEST NEWS** is that you CAN ENFORCE THESE VERY RIGHTS DOWN AT THE COURTHOUSE TODAY ALL THE WAY TO THE SUPREME COURT OF THE UNITED STATES!  
*Carey Kinn*
2. However, also since that day, operating upon you, with or without your knowledge, are only two competing realms of law – the Written Law versus the Un-Written Law; the Enumerated Law versus the Un-enumerated Law; the Fictional Realm versus the Substantive Realm, the AT LAW versus the EQUITABLE jurisdictions. As your instructor my objective during the next two days is that you recognize the two Realms distinctly and benefit gloriously from this cognizance: on the one hand there is Commerce, War Powers, public, At Law, and on the other hand there is Equity, Private, Substantive, unalienable doctrines principles. This weekend is about understanding new Laws and guiding Principles from a massive volume of Jurisprudence called "Equity." This Realm shall be your new Realm as a practicing **Private Citizen of the United States of America privately residing and privately domiciling within one of the union member States, outside a "Federal District" within a non-military occupied private estate not subject to the jurisdiction of the "United States":**
3. **Definition of "Winning" – private decree in Chancery's exclusive and original jurisdiction in Appellate and Supreme Court jurisdiction, that recognizes you as the true owner of the BC or subject matter "res".**
4. **EQUITY HISTORY**
  - a) Aristotle "Equity": Aristotle had said, equity is the correction of the general words when the matter falls outside their sense.

- b) Joseph Story "Thus Aristotle has defined the very nature of equity to be the correction of the law wherein it is defective by reason of its universality."
- c) Bible – New Testament, New Covenant
  - a. The story of the Stoning of the Adulterating Woman. Jesus used the "God conscious mind" to judge, not the Common Law, Pharisees or Rome (martial).
  - b. The law of first mention, from mat 3:15 - the first use of the word "righteousness" (Grk - "Dikaiosune") in the N.T., from the Greek dictionary meaning - EQUITY of character or act; specifically character, justification: righteousness.
  - c. In Ecc 2:21 "Equity" ( or "kasher" ) - a prime root - proper. to be straight or right; by implication to be acceptable; also to succeed or prosper: direct, be right, prosper.
  - d. Proverbs 1:3 "To receive instruction in wise behavior, Righteousness, justice and equity."
  - e. Proverbs 2:9 "Then you will discern righteousness and justice and equity and every good course."
  - f. Psalm 98:9 "... for He cometh to judge the earth: with righteousness shall He judge the world and the people with equity."
  - g. Announce that I am free of all the charges against me—only You can see into my heart to know that to be true. Treat me with fairness; look at me with justice. Psalm 17:2.
  - h. Let my sentence come out of your presence. Let your eyes look on equity. Psalm 17:2
  - i. Psalm 72: 2 "May he judge Your people with righteousness And Your afflicted with justice." 4 "May he vindicate the afflicted of the people, Save the children of the needy And crush the oppressor." 12 "For he will deliver the needy when he cries for help, The afflicted also, and him who has no helper."
  - j. Sometimes the same word is rendered in one version " equity," and in another "uprightness2 [Psalm 111:8] or "justice3. [Psalm 89:14]

## 5. JOHN BOUVIER:

*(common)*

a. Institutes of American Law 1882 ,Volume II, §3724, Par 4 "The Law is nothing without equity, and equity is everything, even without Law. Those who perceive what is just and what is unjust only through the eyes of the law, never see it as well as those who behold it with the eyes of equity. Law may be looked upon, in some manner, as an assistance for those who have a weak perception of right and wrong, in the same way that optical glasses are useful for those who are shortsighted, or those whose visual organs are deficient. Equity, in its true and genuine meaning, is the soul and spirit of the law"

b) "Equity exercises an exclusive jurisdiction in all cases of mere equitable rights, that is, such rights are not recognized in courts of law. Most of the cases of trust and confidence fall under this head. Its exclusive jurisdiction is also exercised in granting special relief beyond the reach of the common law."

*Rule of Equity* (Maxims)  
*Scorus*  
*Rule of Maxims*

*Ex Aequo Et Bono* is a Latin term which means what is just and fair or according to equity and good conscience. Something to be decided ex aequo et bono is something that is to be decided by principles of what is fair and just. A decision-maker who is authorized to decide ex aequo et bono is not bound by legal rules but may take account of what is just and fair. Most legal cases are decided on the strict rule of law. For example, a contract will be enforced by the legal system no matter how unfair it may prove to be. But a case to be decided ex aequo et bono, overrides the strict rule of law and requires instead a decision based on what is fair and just under the given circumstances.

d) "Maxims are rules or principles of law universally admitted as being just and consonant with reason, They are something like axioms in geometry.<sup>8</sup> Many maxims are merely the statement, in short of pithy sentences, of principles which claim the assent of mankind. These existed before the law, for, it has been well observed, nations have been found without laws, none without maxims.<sup>9</sup> Such maxims may be considered as fragments of the natural law which was promulgated at the beginning of the world.

- i. Maxims of Law from Bouvier's 1856 Law Dictionary
- ii. HAERES civil law. An heir, one who succeeds to the whole inheritance.
- iii. Haeredem Deus facit, non homo. God and not man, make the heir.
- iv. Haeredem est nomen collectivum, Heir is a collective name.
- v. Haeris est nomen juris, filius est nomen naturae. Heir is a term of law, son one of nature.

*Roxbury 8/26/17*

- vi. **Haeres est aut jure proprietatis aut jure representationis.** An heir is either by right of property or right of representation. 3 Co. 40.
- vii. **Haeres est alter ispe, et filius est pars patris.** An heir is another self, and a son is a part of the father.
- viii. **Haeres est eadem persona cum antecessore.** The heir is the same person with the ancestor. Co. Litt. 22.
- ix. **Haeres haeredis mei est meus haeres.** The heir of my heir is my heir.
- x. **Haeres legitimus est quem nuptiae demonstrant.** He is the lawful heir whom the marriage demonstrates.
- xi. In restitutionem, non in paenam haeres succedit. The heir succeeds to the restitution not the penalty. 2 Co. Inst. 198.

- e. "When two rights concur in one person, it is the same as if they were two separate persons. 4 Co. 118. [Bouvier's Maxims of Law, 1856]
- f. "To make a law, there must be a superior, who has authority to make it. and an inferior, who is bound by it. To complete the definition of law, we must say that it is a rule prescribed by a lawful superior. God is the first superior." Institutions of American Law, Vol. I, (1851) by John Bouvier.

#### 6. HENRY R. GIBSON (SUITS IN CHANCERY 2<sup>ND</sup>, 1907, TENNESSEE)

- a. HENRY RICHARD GIBSON (DECEMBER 24, 1837 – MAY 25, 1938) SERVED AS A STATE CHANCERY COURT JUDGE, AND WAS A DELEGATE TO TENNESSEE'S 1870 CONSTITUTIONAL CONVENTION. OUTSIDE OF POLITICS, HE WROTE AND EDITED SEVERAL BOOKS ON FEDERAL AND STATE LAW.
- b. §3. "THIS DELEGATION OF AUTHORITY WAS MADE IN THE YEAR 1348, AND, IN THE NEXT FIFTY YEARS, THE EQUITY JURISDICTION OF THE CHANCELLOR WAS CLEARLY ESTABLISHED."
- c. **§5. Equity ignores fictions:** The common law was then utterly incapable of doing complete justice in many cases; and, in not a few cases, it furnished no remedy or relief whatever. It had certain rigid molds or formulas, into some one of which every cause of action had to be cast; and if the cause could not be run into any of these molds, there was no redress; and if it could be run into one of the molds, only such redress as the formula gave could be had, regardless of the equities of the case, and the real rights of the parties. The fictions, formalisms and arbitrary

technicalities of the common law, and its dialectical refinements, were inexplicable and incomprehensible jargon to the public, and often a costly mockery of justice to the litigants. Those who asked for bread were often given a stone, and those who applied for a fish sometimes received a serpent. Equity, on the other hand, disregarded forms, **ignored fictions**, subordinated technicalities to the requirements of justice, and indulged in no dialectical refinements. Its pleadings were simple and natural, and its doctrines were founded upon the eternal principles of right as interpreted by a **lofty Christian morality**. Its great underlying principles, the constant sources, the never failing roots of its particular rules, were the principles of equity, justice, morality and honesty, enforced according to conscience and good faith, and so adapted to the requirements of each case and the complications of business affairs, that the rights and duties of all the parties were fully determined.

- d. Footnote 31. **Blinded Justice**, with sword in one hand and scales in the other, condemning all in one scale and rewarding all in the other scale, is the divinity of the Courts of law. The divinity of the Courts of Chancery, on the other hand, is open-eyed Equity, having neither sword nor scales, wearing the breast-plates of good reason and good conscience, using both hands to remove all forms, cloaks, veils, technicalities and subterfuges, that conceal or distort the real facts and circumstances of the case before her, separating the pure grains of truth from the straw and chaff of fraud and artifice, and apportioning to each party, whether complainant or defendant, what is good reason and good conscience is his just due.
- e. §35, "Chancery has been the handmaid of all courts in affording process to meet exigencies. She has done so in the face of tyranny, to break loose the iron hand of power when grasping against conscience."

7. BLACKSTONE DIED (1780), BEFORE THE VALUED LESSONS OF MATURE EXPERIENCE IN EQUITY'S LIMITLESS FIELD WERE FULLY LEARNED". Spoon Shacket Case "Commentaries on the Laws of England" were written and published (1765-1768), and Blackstone died (1780), before the valued lessons of mature experience in equity's limitless field were fully learned, and it was a full century later that parliament adopted its equity-guarding amendment of the English judicature act of 1873, amended 1875.

## THE EQUITY JURISDICTION IN THE MODERN 21<sup>ST</sup> CENTURY

### STATE COURTS

8. 1957 Supreme Court of Michigan, HACK VS. CONCRETE WALL: "MAXIM: EQUITY FOLLOWS THE LAW" This maxim, "equity follows the law", unlike equity's remaining maxims, is limited in its application and operates within very narrow limits. Adverting to Pomeroy (1 Pomeroy's Equity Jurisprudence [4<sup>th</sup> ed], §

427, pp 796, 797): "The maxim is, in truth, operative only within a very narrow range; to raise it to the position of a general principle would be a palpable error. Throughout the great mass of its jurisprudence, equity, instead of following the law, either ignores or openly disregards and opposes the law. As was shown in that portion of the introductory chapter which deals with the nature of equity, one large division of the equity jurisprudence lies completely outside of the law; it is additional to the law; and while it leaves the law concerning the same subject matter in full force and efficacy, its doctrines and rules are constructed without any reference to the corresponding doctrines and rules of the law. Another division of equity jurisprudence is directly opposed to the law which applies to the same subject matter; **its doctrines and rules are so contrary to those of the law, that when they are put into operation the analogous legal doctrines and rules are displaced and nullified.**"

9. Pomeroy §297. Effect of State Laws. — On the other hand, the affirmative form of the rule has also been uniformly asserted and maintained, that the equitable jurisdiction exists and will be exercised in all cases, and under all circumstances, where the remedy at law is not adequate, complete, and certain, so as to meet all the requirements of justice. That there is a legal remedy is not enough; ... The tests of the relative jurisdiction over suits at law and in equity are, **— 1. The subject-matter; 2. The relief; 3. Its application; 4. The competency of a court of law to afford it.**"

10. JUDICATURE ACT 1873/1875 "Generally, in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail." RUDISILL v. WHITENER, 146 N.C. 403 (1907), Supreme Court of North Carolina, 'Generally, in all matters in which there is any conflict between the rules of equity and the rules of the common law with reference to the same matter, the rules of equity shall prevail.'"

- a. STATE EX REL. KNOX v. SPEAKES ET AL, 144 Miss. 125 (1926), Supreme Court of Mississippi, "The distinction between law and equity and actions at law, and suits in equity and the forms of all actions and suits heretofore existing in this state, are hereby abolished, and there shall be in this state hereafter but one form of action for the enforcement or protection of private rights and the redress of private wrongs, which shall be denominated a civil action; and all courts which are vested with civil jurisdiction shall administer both law and equity in the same suit and for either party, and when the rules of law and equity in any case shall differ, the rules of equity shall prevail."
- b. EX PARTE SEDILLO, 34 N.M. 98 (1929), Supreme Court of New Mexico, "Generally in all matters in which there is any conflict of variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity shall prevail."
- c. HACK v. CONCRETE WALL COMPANY, 350 Mich. 118 (1957), Supreme Court of Michigan, "Generally, in all matters in which there is any conflict or variance between the rules of equity

and the rules of the common law with reference to the same matter, the rules of equity shall prevail."

- d. FAIREY v. GARDNER, 233 S.C. 297 (1958), Supreme Court of South Carolina, 'Generally in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity shall prevail."
- e. BEALE v. STATE, 139 Idaho 356 (2003), Supreme Court of Idaho, There is in this state but one form of civil actions for the enforcement or protection of private rights and redress or prevention of private wrongs: provided, that in all matters not regulated by this code, in which there is any conflict or variance between the rules of equity jurisprudence and the rules of the common law, with reference to the same matter, the rules of equity shall prevail.
- f. ELLIS v. ESTATE OF ELLIS, 2007 UT 77, Supreme Court of Utah, Whenever there is any variance between the rules of equity and rules of common law in reference to the same matter the rules of equity shall prevail.
- g. WAGNER v. STATE, No. CV 09-5026341-S (Nov. 17, 2010), Connecticut Superior Court, Whenever there is any variance between the rules of equity and the rules of the common law in reference to the same matter, the rules of equity shall prevail."
- h. JAFFE-SPINDLER CO. v. GENESCO, INC., 747 F.2d 253 (4<sup>th</sup> Cir. New Jersey 1984), United States Court of Appeals, Fourth Circuit; we feel it most appropriate to employ a maxim of equity in the present case... Generally in all matters in which there is any conflict or variance between the rules of equity and the rules of the common law with reference to the same matter the rules of equity shall prevail.
- i. 1910 Minnesota Digest §3140. "Conflict between legal and equitable rules-It is provided by statute in England and in some of the code states of this country, that where there is a conflict or variance between the rules of equity and the rules of the common law, with reference to the same matter, the rules of equity shall prevail. We have no statute in this state, but where there is such a conflict or variance our courts apply the equitable rule." (FN10 Flanigan v. Sable, 44-417, 46; 854.)
- j. The exclusive equity jurisdiction is not ousted by statute or else by any express terms or clear and necessary implication. Equitable jurisdiction once having attached to the a case, will be maintained for the final adjudication of all rights involved (Charles Phelps "Juridical Equity" §268).

## **11. Federal**

- a. Pomeroy §296. Illustrations- — The four foregoing principles may be justly regarded, I think, as the very foundations of the equitable jurisdiction of the United States courts. They give it whatever peculiar character it possesses growing out of the double organization of the national and state governments, and they clearly distinguish it from the jurisdiction possessed by any state tribunals. **In the practical administration of their equitable powers, the national judiciary have constantly affirmed and steadily adhered to the doctrine in its negative form, that the equitable jurisdiction does not exist, or will not be exercised, in any case or under any circumstances where there is an adequate, complete, and certain remedy at law, sufficient to meet all the demands of justice.**
  - i. [A private American heir/beneficiary is legally disabled and is prevented from any adequate remedy under the provisional Emergency.]
- b. Example of “negative form” letter from Master (based on true events) “In reply to your letter, I regret that the court is unable to assist in the matter you present. Under Article III of the Constitution, the jurisdiction of this Court extends only to the cases brought before it from lower courts.”
- c. TRANSLATION: **the public court will not handle your matter, but as the Master of the private side where Article III is recognized I require you to cure a small defect of the lower court record where I can see what the defendants did with your “removal.” Story §743 & §744.** Form vs substance.

## **12. THE FEDERAL JUDGE IS AUTHORIZED TO BE A CHANCELLOR IN EQUITY IN THE USA:**

- a. Pleading and Practice of the High Court of Chancery by edmund Robert Daniell.  
<https://archive.org/stream/pleadingpractice01dani#page/n137/mode/2up>
- b. By the original Judiciary Act, and now by the **U.S. Rev. Stats sec 913**, the forms and modes of proceeding in suits of Equity in the U.S. Courts shall be according to the principles, rules, and usages which belong to Courts of Equity. And the settled doctrine of the U.S. Supreme Court is, that the remedies in Equity are to be administered according to the practice of Courts of Equity in England, the parent country from which we derive our knowledge of them. fn2 Chapter 1 Page 1.
- c. **§11, 16 & 20 of the Judiciary Act of 1789 FIRST CONGRESS Sess. I. Ch. 20. 1789."**

- d. THE HIGH COURT OF JUDICATURE 1873/1875 - aka THE JUDICATURE ACT, that is implemented in the Judiciary Act, that is brought forward as the "conflict or variance" of law, that is Mandatory Judicial Cognizance, and that the source of your authority is NOT statute, and **(The authority of the emergency banking relief act does not apply to me, nor do I consent to it.)**
- e. By legal construction in applying the Maxim "*Inclusio unius est exclusio alterius.*" The inclusion of one is the exclusion of another, and vice versa.
- f. The exclusion of the "Emergency Banking Relief Act" is the inclusion of my right under the "Judiciary Act of 1789, chapter 11, 16 & 20" and Supreme Court of Judicature.

13. JUSTICE JOSEPH STORY (in his book): 'EQUITY IS THE FOUNTAIN OF JUSTICE' ....'LIMITLESS' ...."GRACE" ...."IS THE SOURCE OF ALL LAW."

14. THREE HEADS OF EQUITY: 1) AUXILIARY – 2) CONCURRENT – 3) EXCLUSIVE.

- a. **DO NOT CALL THE COURTS LOOKING FOR A COURT OF EQUITY** - "military doctrine of "Plausible Deniability" – IT'S NOT A COURTROOM – IT'S YOUR PAPERWORK AND RIGHTS IN JUDGES PRIVATE CHAMBERS (Martial Court Not In Session) – NOT COGNIZABLE IN PUBLIC ANYWHERE IN THE PUBLIC (ENEMIES, BELLIGERENTS, REBELS DO NOT GET CONSTITUTIONALLY PROTECTED EXCLUSIVE EQUITY PRESIDED BY A TRUE CHANCELLOR IN CHANCERY).
  - i. "Un-enumerated protections in the Constitution Ninth Amendment, The Ninth Amendment to the U.S. Constitution reads: The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people.

15. Professor John Norton Pomeroy: Equity is in Full Force!

- a. Pomeroy §354 "To sum up this result in one brief statement, all equitable estates, interests, and primary rights, and all the principles, doctrines, and rules of the equity jurisprudence by which they are defined, determined, and regulated, **remain absolutely untouched, in their full force and extent, as much as though a separate court of chancery were still preserved.**"
- b. Section 355 in Pomeroy, 1905 edition: "It is easy to say that the distinctive modes of equity procedure are alone abrogated by the legislature, while the principles, doctrines and rules of the equity jurisprudence and jurisdiction are wholly unaffected;
- c. While the external distinctions of form between suits in equity and actions at law have been abrogated, the essential distinctions which inhere in the very nature of equitable and legal

primary or remedial rights still exist as clearly defined as before the system was adopted, and must continue to exist until the peculiar features of the common law are destroyed, and the entire municipal jurisprudence of the state is transformed into equity.

d. Equitable Remedies, Pomeroy, Section 357, page 591 - On Certain Equitable Remedies.- While it is undoubtedly true that with the exception just mentioned of the right conferred upon the direct assignee of a legal thing in action, **all the equitable estates, interests, property, liens, and other primary rights 1 recognized by the equity jurisprudence, and all the principles, doctrines, and rules of that jurisprudence which define them, determine their existence, and regulate their acquisition, transfer, and enjoyment, are untouched and unaffected.**

16. GIBSON "SUITS IN CHANCERY" 1907 EQUITABLE VERSUS STATUTORY: §23-25:

- a. **The Equitable, or Inherent:** to include all of those matters, whether purely equitable in their nature or having characteristics both equitable and legal, jurisdiction over which is derived exclusively or chiefly from their inherent powers as Courts of Equity; and
- b. **The Statutory:** to include all of those matters, whether equitable in their characteristics or purely legal in their nature, jurisdiction over which is derived exclusively or chiefly from our statutes.

<b>The Equitable/Inherent</b>	<b>Statutory</b>
Purely Equitable by Nature	Purely Legal by Nature
Equitable by Characteristic	Equitable by Characteristic
Legal by Characteristic	

17. Gibson §25 Exclusive or Inherent Equity cases include the following

- a. All suits resulting from accidents and mistakes.
- b. All suits resulting from trusts, express, constructive, and resulting.
- c. All suits for the reformation, re-execution, rescission, and surrender of written instruments.
- d. All suits for an accounting, and for surcharging and falsifying accounts.
- e. All suits for the administration and marshaling of assets.
- f. All suits for the enforcement of liens created by mortgages, deeds of trust, sales of land on credit, or other equitable considerations.

- g. All suits by wards against guardians, executors, administrators and others, where an accounting, or surcharging or falsifying an account, is necessary.
- h. All suits for the marshaling of securities.
- i. All suits for relief against forfeitures and penalties.
- j. All suits for the redemption of land or other property.
- k. All suits to have absolute deeds or bills of sale declared to be mortgages.
- l. All suits for the construction and enforcement of wills and trusts.
- m. All suits for the discovery and perpetuation of testimony.
- n. All suits for equitable attachments and receivers.
- o. All suits where an injunction is a substantial part of the relief sought.
- p. All suits to remove clouds and quiet titles.
- q. All suits for a new trial after a judgment at law.
- r. All suits to have void judgments so declared, and to avoid voidable judgments.
- s. All suits to prevent the doing of an illegal or inequitable act to the injury of complainant's property rights, or interests.
- t. All suits for the exoneration or protection of sureties.
- u. All other suits where the defendant has done, or is doing, or is threatening to do, some inequitable act to the injury of the complainant, and there is no adequate remedy therefor in any other court.

18. Gibson §445 - Presumptions of Law: Presumptions are either conclusive or disputable. Conclusive presumptions will yield to no proof, however strong; but disputable presumptions may be overcome by proof. As illustrations of conclusive presumptions of law may be mentioned: 1) that everyone knows the criminal law; 2) that every sane man contemplates the probable consequences of his own acts; and 3) that everyone has knowledge of a deed duly registered.

19. Gibson §73 - Priorities - Where there is equal equity the law must prevail. Priority of Right. Where there is equal equity the law must prevail. In a Court of Chancery, in a conflict of equities, the party

having the superior equity will prevail; and if the equities are equal, and neither party has the legal title, then priority prevails; and if no priority the defendant prevails.

20. Gibson - §47 quasi trustee is same pleading as trustee. Husband, wife, parent, person in a parental situation, attorney, guardian ad litem, next friend, partner, agent, business manager, clerk, steward, secretary, treasurer, book-keeper, auctioneer, consignee, bailee, physician, spiritual adviser, the promoters, president, directors and other officers or managers of a corporation or association, vendor, creditor, principal debtor in cases of surety-ship, and, in general, all other persons who undertake, or assume, the character of confidential advisers, or managers of another's affairs, or who occupy a position or relation that enables them to greatly influence the action of those relying upon them, or who in any way acquire influence and abuse it, or possess another's confidence and betray it. The term trustee includes both trustees and quasi-trustees, and the term beneficiary denotes and includes everyone who expressly or impliedly confides or trusts his property, business or affairs, to another, and everyone for whose benefit an express or implied trust arises, or a constructive fraud can be declared.

21. **VOLUNTEERS AND IMPERFECT TITLES (consent)**

- a. Every Man is independent of all laws except those prescribed by nature. He is not bound by any institution formed by his fellow Men without his consent. - Cruden V Neale NC 338 May Term 1796
- b. Inasmuch as every government is an artificial person, an abstraction, and a creature of the mind only, a government can interface only with other artificial person. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this that no government as well as any law, agency, aspect, court, etc., can concern itself with anything other than corporate, artificial persons and the contracts between them. Penhallow vs. Doane's Administrator, 3 US 54, 1 L.Ed.57, 3 Dall. 54 (1795).

22. Gibson §74 - volunteer without consideration

- a. Teacher's conclusion: ALL COMMERCE SPRINGS FROM VOLUNTEERS CREATING IMPERFECT TITLES, WAIVING PRIVATE, DEFAULTING TO PUBLIC, AND VOLUNTEERING WITHOUT CONSIDERATION TO HOLD ASSIGNMENTS OF DUTIES AND DEBTS OF AN ARTIFICIAL PERSON. ALL COMMERCE originates from two Equity Maxims: "Equity will not aid a volunteer; Equity will not complete an imperfect gift."
- b. Leviticus 22:25 (i) You shall not receive any imperfect thing from a stranger, to make it the Lord's offering: which he calls the bread of the Lord. ("in the name of the Lord, I accept" otherwise it's in the NAME OF THE STATE).

- c. Black's 8<sup>th</sup> - VOLUNTEER The grantee in a voluntary conveyance; a person to whom a conveyance is made without any valuable consideration. See voluntary conveyance under CONVEYANCE.
- d. Black's 1<sup>st</sup>: VOLUNTEER. In conveyances, one who holds a title under a voluntary conveyance, i.e., one made without consideration, good or valuable, to support it.
- e. Reports of Cases in Law and Equity in the Supreme Court Volume 56 By Oliver Lorenzo Barbour: "A court of equity will not aid the defective execution of a power, in favor of a volunteer." (1 Story's Eq. Jur. § 176).
- f. It is quite clear, as a general rule, that where a person shows the clearest intention to give, but leaves the gift imperfect, let the subject of it be what it may, the Court of Chancery will not interfere at the instance of a volunteer to make it perfect (1846 Equitable Jurisdiction of a Court of Chancery).
- g. "Although **equity will not aid a volunteer**, it will not strive officially to defeat a gift" (<http://www.lawteacher.net/equity-law/essays/equity-will-not-aid-a-volunteer-law-essays.php#ftn4>).
- h. George Spence: "whereas, an agreement, or an attempt to assign, is in form and nature incomplete, and the **origin** of the transaction must be inquired into by the court...and where there is no consideration, the court, upon its general principles, **cannot complete what it finds imperfect.**"
- i. Lord Eldon: "**if you are a volunteer** you shall not have the help of a Court of Equity to make you a cestui que trust."
- j. Pomeroy §755. 2. Time of Giving Notice. We have seen that if notice is not given until after the purchaser has fully paid the consideration, received a conveyance, and **completed his title**, he is not in the least affected by it. [the guy in your house after foreclosure has to "complete his title" or he is a volunteer].
- k. Acceptance is Perfection:
  - i. CJS "Parties" Book 67A - §30: Necessity for accepting judgment. Persons for whose benefit the action is brought cannot claim the benefit of the Judgment without coming in some way and accepting it. However, it has been held that in derivative actions it is of no importance whether or not those entitled to share in the recovery are made plaintiffs.

### 23. **Benefits and Privileges: Maxims of Benefits and Privileges**

- a. Favors from government often carry with them an enhanced measure of regulation.
- b. Any one may renounce a law introduced for his own benefit.
- c. No one is obliged to accept a benefit against his consent.
- d. He who receives the benefit should also bear the disadvantage.
- e. He who derives a benefit from a thing, ought to feel the disadvantages attending it.
- f. He who enjoys the benefit, ought also to bear the burden.
- g. He who enjoys the advantage of a right takes the accompanying disadvantage.
- h. A privilege is, as it were, a private law.
- i. A privilege is a personal benefit and dies with the person.
- j. **One who avails himself of the benefits conferred by statute cannot deny its validity.**
- k. What I approve I do not reject. I cannot approve and reject at the same time. I cannot take the benefit of an instrument, and at the same time repudiate it.
- l. He who does any benefit to another for me is considered as doing it to me.
- m. Gibson §62 " He who enjoys the benefit ought also to bear the burden.

#### **24. VALUABLE CONSIDERATION**

- a. Pomeroy §747. What is Valuable Consideration.- What constitutes a valuable consideration within the meaning of the doctrine which gives protection to a bona fide purchaser? No person who has acquired title as a mere volunteer...can thereby be a bona fide purchaser.
- b. Gibson §75: VENDEE MUST BE LEGALLY WORSE OFF: Valuable consideration means, and necessarily requires under every form and kind of purchase, something of actual value, capable, in estimation of the law, of pecuniary measurement, parting with money or money's worth, or an actual change of the purchasers legal position for the worse. The amount of the purchase, if otherwise in good faith, is not generally material.
- c. Gibson §43 Hence, it is the passing of a consideration and not the form of the contract that in Equity passes title; and whatever the form of the transaction, if no consideration passes, in Equity no title passes.

25. BOUVIER 6<sup>th</sup> Ed. 1856, §20. To convey a title the seller must himself have a title to the property which is the subject of the transfer. But to this general rule there are exceptions:

- a. The lawful coin of the United States will pass the property along with the possession.
- b. A negotiable instrument endorsed in blank is transferable by any person holding it, so as by its delivery to give a good title "to any person honestly acquiring it."

## 26. MAXIMS OF EQUITY.

27. EQUITY MAXIMS EXISTED BEFORE THE LAWS: Page 459 Institutes of American Law by Bouvier, 1870: section: 3726 "Maxims are rules or principles of law universally admitted as being just and consonant with reason, ... These existed before the law, for, it has been well observed, nations have been found without laws, none without maxims. Such maxims may be considered as fragments of the natural law which was promulgated at the beginning of the world.

- a. Equity sees that as done what ought to be done.
- b. Equity will not suffer a wrong to be without a remedy.
- c. Equity delights in equality.
- d. One who seeks equity must do equity.
- e. Equity aids the vigilant, not those who slumber on their rights.
- f. Equity imputes an intent to fulfill an obligation.
- g. Equity acts in personam.
- h. Equity abhors a forfeiture.
- i. Equity does not require an idle gesture.
- j. He who comes into equity must come with clean hands.
- k. Equity delights to do justice and not by halves.
- l. Equity will take jurisdiction to avoid a multiplicity of suits.
- m. Equity follows the law.
- n. Equity will not aid a volunteer.
- o. Where equities are equal, the law will prevail.

- p. Between equal equities the first in order of time shall prevail.
- q. Equity will not complete an imperfect gift.
- r. Equity will not allow a statute to be used as a cloak for fraud.
- s. Equity will not allow a trust to fail for want of a trustee.
- t. Equity regards the beneficiary as the true owner.

28. Laches: (if you wait too long to enforce your right then your rights stale over time) Where the federal equity jurisdiction is exclusive and is not exercised in aid of a legal right, state statutes of limitations barring actions at law are inapplicable, and, in the absence of any state statute barring the equitable remedy in like cases, the federal court is remitted to and applies the doctrine of laches as controlling. P. 309 U. S. 289. U.S. Supreme Court 1940.

29. Equitable Asset. Joseph Story, Commentaries on Equity Jurisprudence, 1888,  
Pg. 565, Sec 552. Definition of Equitable Asset:

- a. Equitable assets are on the other hand all assets which are chargeable with the payment of debts or legacies in equity, and which do not fall under the description of legal assets. They are called equitable assets because, in obtaining payment out of them, they can be reached only by the aid and instrumentality of a Court of Equity. They are also called equitable for another reason; and that is, that the rules of distribution by which they are governed are different from those of the distribution of legal assets.
- b. In general it may be said that equitable assets are of two kinds: the first is where assets are created such by the intent of the party; the second is where they result from the nature of the estate made chargeable. Thus for instance if a testator devises land to trustees to sell for the payment of debts, the assets resulting from the execution of the trust are equitable assets upon the plain intent of the testator, notwithstanding the trustees are also made his executors; for by directing the sale to be for the payment of debts generally, he excludes all preferences, and the property would not otherwise be liable to the payment of simple contract debts. The same principle applies if the testator merely charges his lands with the payment of his debts. On the other hand if the estate be of an equitable nature and be chargeable with debts, the fund is to be deemed equitable assets, unless by some statute it is expressly made legal assets ; for it cannot be reached except through the instrumentality of a Court of Equity.

30. Laches: (if you wait too long to enforce your right then your rights stale over time) Where the federal equity jurisdiction is exclusive and is not exercised in aid of a legal right, state statutes of limitations barring actions at law are inapplicable, and, in the absence of any state statute barring the equitable remedy in like cases, the federal court is remitted to and applies the doctrine of laches as controlling. P. 309 U. S. 289. U.S. Supreme Court 1940.

### 31. **PRIVATE TRUST LAW - EXPRESS TRUSTS**

32. 14<sup>th</sup> Century Crusades, King's Conscience over Land Use, Foeffment and Rights to Rents and Possession.

33. Pomeroy, Perry, Gilberts, Lewin: Elements of Trust: **Intent, purpose, parties, res (method of formation)**:

- a. Intent: manifested intent.
- b. Purpose: lawful purpose.
- c. Parties: reachable and beneficiary is identified.
- d. Trust *Res*
  - i. **Methods of Formation:** Delivery, Transfer, Verbal, Fraud, Concealment, Conveyance, Contract, Agreement, Will, Statute, Silence, Acquiescence, Admission, Consent, Acceptance, Endorsement, Appointment, Failure of Disclaimer, Notice, Registration, Recording, Endorsement, Declaration.
  - ii. Such a trust may be created by deed or may rest entirely in parole, or may be partially in writing and partially in parole 1966 Florida Appeals Fraser v Fraser.

34. Gibson §44 "And when it is shown that such person have used money, by them so held in trust, in the purchase of any property, real or personal, taking the title in their own name, a Court of Chancery will impute to them an intention to fulfill their obligation, namely, to make the purchase for the benefit of the person entitled to the use of the consideration money; and they will be decreed to hold such property as trustees for the benefit of the parties whose funds were used in the purchase."

### 35. **IMPLIED TRUSTS**

- a. Edward C. Hallbach Jr., "GILBERT LAW SUMMARIES: TRUSTS" – Author of 2<sup>nd</sup> and 3<sup>rd</sup> Restatement on Trusts used widely in the courts today. (Special Note: implied trusteeship without consideration.)

- b. Gilberst §274. Notice to and acceptance by trustee: If an effective transfer has been made, a valid trust exists even if the trustee has not been made aware of it. Neither notice to nor acceptance by the trustee is essential to formation of the trust. [Rest. 3d §14].
- c. Gilberst §276. The trustee's acceptance is presumed unless the contrary is shown. The trust cannot be forced upon him, however, and he is free to disclaim the trusteeship any time prior to accepting it. [Rest 3d §35]
- d. Gilberst §276-282. Recording without noticing. The failure to inform the intended trustee had no significance and that an irrevocable trust was created.
- e. Gilberst §276. Acceptance presumed. The trustee's acceptance is presumed unless the contrary is shown. The trust cannot be forced upon him, however, and he is free to disclaim the trusteeship any time prior to accepting it. Rest. 3d §35J.
- f. Gilberst §277. **Disclaimer**. If there has been an effective transfer but the trustee disclaims before acceptance, the trust does not fail for lack of a trustee. Rather, ...a court holds that...title remains in the settlor subject to the trust until a substitute trustee is appointed.
- g. Gilberst §279 Trustee's obligations. Once having accepted the trust, the trustee is bound by all of the fiduciary obligations imposed by law and by the terms of the trust, and can be held personally liable for neglect (see infra, §§611-620). "Resignation" alone does not relieve the trustee of these duties and responsibilities. Ordinarily, the trustee must petition the court for a replacement; even if the trust instrument expressly authorizes resignation, the duties of one who has accepted a trust continue until a successor is in place. [Rest. 3d §36].
- h. Gilberst §280. Acceptance relates back. The trustee's acceptance normally relates back to the time the trust came into being.
- i. Gilberst §281. Duties prior to acceptance. Although for many purposes (e.g., accrual of beneficiaries' rights to benefits) a trust becomes effective at the time it comes into existence, the trustee normally has no fiduciary duties until acceptance of the trusteeship, expressly or impliedly, occurs.
- j. Gilberst §282. Notice to and acceptance by the beneficiary. Notice to the beneficiary that the settlor intends to create a trust, or has created one, is not necessary for a valid trust. Acceptance by the beneficiary also is not essential to trust formation. [Rest. 3d §14].
- k. Waters law of trusts, D.W.M Waters, 1984, 2nd edition, Pg. 672, "Implied acceptance is normally established by the conduct of the would-be appointee. If the person in question deals with the

trust property or any part of it, and there is no explanation clearly linking his acts to another purpose, he will thereby impliedly accept the trusteeship. ...But there is a different reason in deeming an appointee to have impliedly accepted the trust when he deals with the trust property. It is not his delict [tort], but his actual assumption of the task to which he has been appointed which makes him a trustee."

- i. No technical words are needed (Gilberts). "Special, Private, Priority, In Confidence"
- m. "Trusts created by an actual transfer of the legal estate in property, from one to another; or, as it was afterwards called by transmutation of possession." (The equitable jurisdiction of the Court of Chancery 1846).

### 36. PRIVATE TRUST IS ENFORCED IN "EXCLUSIVE EQUITY

### 37. **SURETYSHIP (Agent-Principal)** Suretyship is Equity. But it's also Public side too.

- a. The big lesson below is you want to be a "Agent" and not a principal/surety - here's the biggest thing - the Agent can bind the Principal in a contract.
- b. Agent/Principal [you are the "agent" and the "birth certificate ALL CAP is the "principal"]
- c. Gibson §47 - the term "quasi-trustee" denotes and includes ...principal debtor in cases of suretyship. [because the surety is the principal debtor if the principal/obligee does not perform.]
- d. §52..."misconduct of the trustee's agent" [bingo – the trustee can have an agent]
- e. §52...money in the bank, he chose the agent or attorney, and he loaned the money. The maxim applies, also, to cases where an agent has been given apparent authority to sell goods, or do any act, and, taking advantage of this apparent authority, sells the goods, or does the act, in fraud of the principal's rights, and misapplies the proceeds. In such cases the loss falls not on the party who deals with the agent, but on the principal.
- f. §52. Where a party signs a forged note as surety, believing the principal's signature thereto genuine, and the payee parts with value for such note, the party so signing as surety must bear the loss.
- g. CJS Section 739, Bills & Notes. Book 11. "Signing as Agent": "Personal Liability". In accordance with the Negotiable Instruments Act Sec. 20, where an accommodation signer merely adds words describing him as an agent or representative without disclosing his principal, the agent will be held personally liable.

- a. §60 Footnote. A man's property is, in a sense, a part of himself, and when his property is seized by another he is presumed to know it, the property being in the possession of himself or agent, and the knowledge of the agent being considered the knowledge of the principal.
- b. §62. *Qui facit per alium facit per se.* "He who does any thing by another, does it himself." The act of the agent is the act of the principal; and among partners each one is the agent of all the others. If the principal, or master, ratifies an act of his agent or servant, the effect is the same as though such act was expressly authorized before it was done.
- c. §65. Notice to an Agent when Notice to his Principal. Notice to an agent in the business or employment which he is carrying on for his principal, is a constructive notice to the principal himself, so far as the latter's rights and liabilities are involved in, or affected by, the transaction. This rule alike includes and applies to the positive information or knowledge obtained or possessed by the agent in the transaction, and to actual or constructive notice communicated to him therein. The general rule, that notice to the agent is notice to the principal, will operate with equal force and effect, whether the notice to the agent be actual, or constructive. Actual knowledge may be brought home to the agent by the most direct evidence, or he may be chargeable with constructive notice by a *lis pendens*, by a registration, by recitals in title deeds, by possession of the property by a stranger, or by circumstances sufficient to put a prudent man upon inquiry; in all such cases the effect upon the principal is the same as though the information or notice to the agent had been to him in person. So, notice to one partner is notice to the other as to partnership matters;<sup>6</sup> but not as to individual matters.

38. NAMES. Gibson §271, footnote.

- a. If the coin be gold a wrong name will not make it brass. The name is a mere tag.
- b. *Naminu mutabilia, res outem immobiles.* "Names are mutable but things are immutable."
- c. No baptismal name is required for a bill, and no plea of misnomer will lie to it.
- d. Maxim - **Equity looks to the intent rather than to the form. The Moloch of Formality erected by the Law, and on whose iron altars Justice has been so often sacrificed, has never profaned the Temples of Equity.**
- e. There is no magic in forms or names in a Court of Equity.
- f. *Nihil facit error nominis cum de corpore constat.* "An error of name amounts to nothing when there is certainty as to the thing itself."

- g. *Praesentia corporis tollit errorem nominis.* "The presence of the body does away with the mistake in the name."
- h. The bill being in the hands of the Chancellor, its praenomen is wholly immaterial, he will judge it from its allegations. The Code does not require a bill to have any Christian Name.

39. **Notice, and its Effects.** He who buys with notice of another's rights is bound in good conscience to hold what he buys, subject to those rights, for otherwise he would be taking advantage of his own wrong, and would be enriching himself at another's expense, neither of which acts is permitted by a Court of Conscience. (Maxim: "He who seeks equity must do equity.")

40. **Unregistered Equitable Claim:** Pomeroy §659 In other words, if a subsequent purchaser for a valuable consideration has put his conveyance upon record, but at the time of his purchase was affected with notice that there was a prior outstanding but unregistered conveyance of the same premises from the same grantor, would he be protected by his record notwithstanding the notice? or would the notice operate, like the constructive notice arising from a registry, to postpone his own interest to that conferred by the prior unregistered instrument! This question was presented to the English courts of chancery at an early day, and was settled by them in accordance with the general principles of equity; and their decisions have with great uniformity been adopted and followed by the American courts. It is the established doctrine that a notice of some kind, of an existing, prior, unrecorded conveyance, operates, like the constructive notice arising from a registry, to postpone a subsequent and recorded instrument. If a subsequent purchaser, even for a valuable consideration, had received notice of a prior unrecorded instrument, then he cannot acquire or retain the precedence from a registration of his own conveyance; his conveyance, though recorded, is subordinate and postponed to the prior unrecorded one of which he had received notice.

41. "Special Deposit" versus "general deposit." Banking. "I place this on special deposit with you."

- a. "The suit is plainly one of equitable cognizance, the bill being filed to charge the defendant, as a trustee, for a breach of trust in regard to a special deposit." Argued March 14, 15, 1889. Decided April 8, 1889..Bank of Memphis v. Eliza Walker.
- b. "The general rule is that every person who receives money to be paid to another, or to be applied to a particular purpose, to which he does not apply it, becomes a trustee, and is answerable to the owner of the money as for a breach of trust." In re Interborough Consol. Corp.
- c. "A trustee is bound only as he accepts the trust, but the trust is not invalidated by his failure or refusal. While his disclaimer frees him from any obligation to execute the trust, the rights of the beneficiary are in no sense dependent upon his acceptance. A court of equity will never suffer

an express trust, in regard to which there is no question, to fail for lack of a trustee." (Beach 1897, "Trusts and Trustees").

- d. "The writings [meaning the declaration of trust] are but evidence; the trust is anterior and independent; and the rights which the courts regards are those that spring from the creation, not the mere proof of the trust." McVay v. McVay 1887 Supreme Court New Jersey.

#### **42. Five (5) Primary Offices of Trust:**

- a. Grantee: holds unimpeachable, indefeasible, root, primary title both legal and equitable, both sides of the ledger, all liabilities, all assets, both the beneficiary and trustee at same time.
- b. Grantor/Settlor: when the grantee title will be split to legal (trustee) and equitable (beneficiary).
- c. Trustee: receives legal title from grantee, express or implied.
- d. Beneficiary: receives equitable title from grantee, express or implied.
  - i. Heir; "Maxim: Only God can create an heir." "An heir stands in the rights of his ancestors" "the King never dies." Ie., heir to a decedent's legal estate, birth certificate.

#### **43. Mode of Acquiring Root Title - ALIENATION:** One mode of alienation is by MERE WRITTEN AGREEMENT; another is by DEED, that is, by a writing sealed and delivered; a third mode is by MATTER OF RECORD;

- a. **"An unimpeachable title or root of title might be obtained in favor of or by a purchaser for value, 1st."** ["A Compendium of the Law of Real and Personal Property, Primarily Connected with Conveyancing" by Josiah W. Smith, Retired Judge, Vol I, 6th Ed., 1884, Page 631.]
- b. **Until a deed is accepted by the grantee, the title to the estate does not pass out of the grantor**, for no man can make another his grantee without his consent, and a deed made to a man with all requisite formalities, and even entered in the public registry, **will be null if not afterwards accepted by the grantee**. (Maxim "equity will not aid a volunteer; equity will not complete an imperfect gift").
- c. A delivery always implies an acceptance by the person to whom the delivery is made; and although where a deed, or mortgage, or an instrument purporting to be such, is properly acknowledged and recorded, the presumption is that it has been duly delivered to the grantee or mortgagee, and that it is, in legal effect, what by the record it purports to be, yet such

presumption is only *prima facia*, and may be rebutted by parole or other evidence, and shown never to have been delivered.

- d. When a grantor causes an acknowledged deed, conferring substantial benefits on the grantee, to be recorded, there can be no doubt that it will afford *prima facia* evidence, and even strong presumption evidence, of a delivery to and acceptance by the grantee; but such presumption can be overcome by evidence that no delivery in fact was intended, and none made.
- e. Deeds creating a trust, delivered to a third person or recorded by the grantor, have been upheld although there was no actual acceptance by the trustee.
- f. The person named as trustee never heard of or saw the deed until long after it was recorded, and then refused to accept the trust or in any way to act upon it. The court held that his refusal was immaterial, saying: "Although a trustee may never have heard of the deed, the title vests in him, subject to a disclaimer on his part. Such disclaimer as a transfer of the equitable interest to a third person. A trust cannot fail for want of a trustee, or by the refusal of all the trustees to accept the trust. The court of chancery will appoint new trustees (Lawyers Report Annotated)."
- g. NOTE: legal fictions CAN ONLY HOLD TITLES "**BY CHARACTERISTIC**" and Private American National Citizens only HOLD TITLES "**BY NATURE**"... and a title by nature extinguishes a title by characteristic in a court of equity!

**44. MORTGAGES ARE EQUITY BECAUSE THEY ARE PRIMARILY TWO Reciprocating TRUSTS:** "it is also an established doctrine that an equity of redemption is inseparably connected with a mortgage; that is to say, so long as the instrument is one of security, the borrower has in a court of equity a right to redeem the property upon payment of the loan. This right cannot be waived or abandoned by any stipulation of the parties made at the time, even if embodied in the mortgage. This is a doctrine from which a court of equity never deviates. 1877 Supreme Court of United States *Peugh v. Davis*.

**45. WHAT IS VALUABLE CONSIDERATION for a mortgage?** What did you receive for what you gave? Loan Application, Notice of Approval they are holding "Credit/Asset", Grant Deed, Lien, Mortgage contract, Note, Clogging Provisions, Landlord/Tenant Relationship, improvements, man security.

**46.** "Although the mortgagor is equitable owner, yet the mortgagee is more than a trustee for him, for the trustee is not allowed to deprive his cestui que trust of his possession, but a mortgagee may assume the possession whenever he pleases, if there is no agreement to the contrary, and in point of possession the mortgagor is tenant at will, even in equity, for a court of equity never interferes to prevent the mortgagee from assuming the possession." *Coote on Mortgages*, 379 (324).

47. COMMERCE IS SIMPLY SHADOW TITLES NOT CLAIMED IN THE PRIVATE, TITLES THAT SOMEONE DID NOT PERFECT THEIR PRIVATE TITLE TO ("Equity will not complete an imperfect gift; equity will not aid a volunteer").

- a. Shadow Titles: Pomeroy §47. The ownership of the equitable estate is regarded by equity as the real ownership, and the legal estate is, as has been said, no more than the shadow always following the equitable estate, which is the substance, except where there is a purchaser for value and without notice who has acquired the legal estate.

#### 48. **THE PRIVATE CITIZEN OBJECTIVE – THE END GAME – MERGER**

- a. Merging of Titles. The Doctrine of Merger: "Merger" is **when legal and equitable title vest in the same individual/entity – when whole title is achieved, the beneficiary becomes the grantee – the trust terminates.** Here's many ways "merger" happens, when titles vest in the same entity.
  - i. A higher right and a lower right over the same subject matter- the lower right is extinguished.
  - ii. When an easement is acquired by the encumbrancee the easement is extinguished.
  - iii. BIG ONE – when a debtor becomes the beneficiary of the debt – the debt is extinguished.
  - iv. When one withdraws from general deposit and re-deposits on special deposit the same subject matter the relations change – the lower relation is extinguished, i.e., debtor/creditor is extinguished and special confidence relations are left.
  - v. When a beneficial right by nature of a living man claims the beneficial right of a legal fiction over the same subject matter – the higher right wins – by nature - because rights by nature trump rights by characteristic.
  - vi. When legal title by nature of a living man is assigned to a shadow title aka legal title by characteristic, the lower quality legal title by characteristic is extinguished.
  - vii. When lawful consideration is tendered the credit/fiat title is extinguished.
  - viii. When a claim in exclusive equity is recognized the at law claim is annihilated.
  - ix. When an equitable asset of substance is moved to a legal title by characteristic – the legal title is extinguished – (your signature can be noticed to be an equitable asset – those assets that can charge in the eyes of equity).
  - x. When the trustee becomes the beneficiary – the duty is extinguished.

- xi. When notice of an equitable claim over the same subject matter is not rebutted by proper notice (Gibson Waiver/Consent/Priority).
- b. At law (a trustee), a man cannot be his own creditor or debtor; hence, when he acquires an estate subject to a charge in his own favor, the charge will, in law, merge in the estate." (Van Ormer's Est., 25, Pa. §234, 237, CJS ESTATES). (also, you can be a debtor to your own estate).
- c. GEORGE C. BAGLEY v. McCARTHY BROTHERS COMPANY. June 23, 1905. Minnesota Reports Volume 95. Book page 289. Merger. "A merger, at law, is defined to be where a greater estate and a less coincide and meet in one and the same person, in one and the same right, without any intermediate estate. The less estate is immediately annihilated, or, in the law phrase, is said to be merged—that is, sunk or drowned—in the greater.
- d. "GILBERT LAW SUMMARIES: TRUSTS" §159 "Where a sole trustee and sole beneficiary are one and the same person, the result is a merger of legal and equitable titles, defeating the trust and creating a fee simple in the person. Interests must be exactly the same for merger to occur...rights are said to be merged when the same person who is bound to pay is also entitled to receive. This is more properly called a confusion of rights, or extinguishment."

49. Gibson §55 Suits in Chancery. *Where there are Equal Equities, the First in Order of Time shall Prevail.*

*He who is prior in time is superior in right. The maxim is sometimes misunderstood and misapplied. Its true meaning is this: As between persons having equitable interests only, if their interests are in all other respects equal, priority in time gives superiority in right. And, in a contest between persons having only equitable interests, priority of time will give superiority of right, provided there is not other sufficient ground of preference between them. For, if the equities are equal, and one of the parties has, in addition, the legal title, then another maxim would apply: Where there is equal equity the law must prevail. In a Court of Chancery, in a conflict of equities, the party having the superior equity will prevail; and if the equities are equal, and neither party has the legal title, then priority prevails; and if no priority the defendant prevails.*

50. GRANTOR/GRANTEE RELATIONSHIP: absolute title passes, both assets and liabilities, the entire ledger.

- a. You can't force someone to be Grantee, but an implied grantee with status, lawful consideration and notice can force an operation of an assigned title to be an absolute conveyance: But you can make someone an implied grantor and make yourself a grantee where operation of law is otherwise determining the relationship. The reason you can do this is by Maxim *Expressum facit cessare tacitum*. "That which is expressed makes that which is implied to cease."

- b. Implied Trust means there's an "implied grantor/settlor, trustee, beneficiary", implied trust, without using the word "trust"

## DAY TWO

51. GAME PLAN - enforcement. "Plaintiff with primary rights, Sealed, Ex Parte, Bill in Equity for Special and General Relief, Federal Equity Practice in addressed to "His Excellency the Chancellor, Clerk and Master, private chambers, of the federal circuit of the United States or supreme court of the United States, in care of the u.s. court of appeals for iowa. The proceeding governed by rules, principles, doctrines and Maxims of Equity, cause of action to appoint a trustee to wind up the estate for the heir/cestui que, merge the titles to extinguish the debt, re-deposit all res under a new trust for your sole benefit, life maintenance and support (no statutes, rules or codes – pure substance).

### **52. Record Creation and Due Process**

- a. Nameholder "Assumed Name Record" SOS, NewsPaper, County Recording, Lamar, Certified Mail private, Restricted, in personam, *in rem*. Private Records no notary only witnesses. [see example in exhibiits]
- b. **PRIVATE ACCOUNT NUMBER:** mail yourself a simple "Registered Mail" and pay for it using a Money Order and Stamps; use a green card with it 3811 and sign for it "signature, grantee, without prejudice". Make copies and store. Record in County or Lamar "Notice of Deed of Acceptance and Acknowledgment" of the RR# "for sufficient valuable consideration" ...signed.....signature, grantee. [see templates in exhibits]

### **53. Why do we need a private account number noticed in the public?**

- a. Trower's Manual of the Prevalence of Equity under the 25th Section of the Judicature Act, 1873 amended by the Judicature Act of 1875.
  - i. "**Money and bank notes (h) may not be followed into the hands of a purchaser to whom they have passed in circulation, unless he had notice (of the trust).** [this is why "***In God We Trust***" is on the Money - they have a right to follow the titles into hands of the purchasers.]
  - ii. A purchaser of a chose in action, whether with or without notice, takes it subject to the equities (n) affecting it, and therefore to the claim of the cestui que trust (o). But the protection of want of notice extends to a purchaser of a bill of exchange (p ). And the same rule would seem to apply, as to the time within which cestui que trust may sue him, as in choses in possession.

iii. Cestui que trust may " **follow** " the land in their hands, without limit as to time (u), subject to the rules in equity (x), irrespective of the Statutes of Limitation (y). [Bill for Accounting "to follow the interest in their hands without limit as to time"]

54. **PUBLIC NOI/SOI** – ONE TIME ONLY. use this authenticated public generic record to prove your manifested intent to form trust relations. Publically reserving your private account numbers a "RR111222333US-01 thru 99, and sub-records for each record identified as "RR111222333US-xx.001 thru RR111222333US-xx.099 where "xx" is primary number. Record 1 is "Notice of Unregistered Equitable Claim" – ....grantee now coming as grantor of same subject matter hereby gives notice of unregistered purely equitable claims by nature titles "RR111222333US-01 thru 99 and their sub-records therefrom are fully claimed, and on special deposit in trust or otherwise. [see exhibits in back]

55. RESTRICTED SIGNATURES: If a trustee signs a document with the intent to act in her capacity as trustee, but without including any designation of "as trustee" next to her signature, the trustee may unintentionally become personally involved in the transaction. For example, if the trustee intends to enter into a mortgage loan agreement on behalf of the trust, but she fails to designate her signature as a trustee's signature, then she may be held personally liable for the balance due on the mortgage loan.

- a. **By: Agent** ... (ellipses mean incomplete information)
- b. **by: given name, Restricted Agent, w/o prej. w/o recourse. Special, private, priority, in confidence.**
- c. Another example: *given name, trustee...* [this limits your personal liability such as on a mortgage].
- d. On private documents *autograph, heir/cestui que, private citizen of the United States.*

56. **Private Notice of Priority Interest, Private Trust Expression - "GGT" (grantee, grantor, trustee).**

- a. NOI – support - pg 1128, Conveyance in Trust for Payment of Grantor's Debts. — Thus, where property is conveyed in trust for the payment of the grantor's debts, a trust results in favor of the grantor with respect to any surplus not necessary for the payment of such debts. The grantor, however, may of course part with his entire interest in the property assigned for such a purpose and thereby prevent a trust resulting in his favor. (2) Character in Which Trust Results. — If the property transferred is personality, the trust results as personality; if the property conveyed is real estate, the trust results as real estate.  
<https://ia600703.us.archive.org/24/itemsamericanenglishe15garlamericanenglishe15garl.pdf>

- b. In support of "NOI" Pomeroy §1265 A prior equitable lien created by a deposit of title deeds is superior to all subsequent claims of mere volunteers, and of parties acquiring rights under the depositor with actual or constructive notice of the lien.
- c. Gibson §55 – priority of right, show cause why I do not hold superior equitable or legal title to property, and that it is not a trust, or be it resolved. You have ten/twenty days to disclaim. ["Notice of Interest," Affidavit in Support, GGT].
- d. Gibson §44 "And when it is shown that such person have used money, by them so held in trust, in the purchase of any property, real or personal, taking the title in their own name, a Court of Chancery will impute to them an intention to fulfill their obligation, namely, to make the purchase for the benefit of the person entitled to the use of the consideration money; and they will be decreed to hold such property as trustees for the benefit of the parties whose funds were used in the purchase."
- e. Gibson §43 Hence, it is the passing of a consideration and not the form of the contract that in Equity passes title; and whatever the form of the transaction, if no consideration passes, in Equity no title passes. [mortgages: Dear Bank, show me the consideration you gave me for all the things I gave you, and that they it was equitable.]
- f. Gibson §57 As men live by their labor and property, no man is presumed to part with either without receiving or expecting an equivalent in value. Hence, whenever one person has obtained either the labor or property of another he should pay or account therefor, unless he can prove it was a gift; and so, whatever injury one person does to another's property or capacity to labor should be made good.
- g. Pomeroy §685. 1. Nature of the Equities. The equitable interest created by a trust, or by a contract in rem, made upon a valuable consideration, is superior to the equity arising from a mere voluntary transfer, a mere gift, or from a mere judgment lien. In contemplation of equity, the interest created by a trust, or by a valid executory contract of sale, or by a valid contract giving rise to a lien, or by an act in connection with such a contract constituting a lien, as, for example, a deposit of title deeds, is a real, beneficial interest in the specific thing itself, an interest which is property, or analogous to property;
- h. Primary or original relations, being those that exist between the original parties to the transaction; 2, Secondary or derivative relations, being those that exist between an original party and the privy of the other original party, and 3, Collateral relations, being those that exist between the privies of the original parties.

- i. Certificate of Special Deposit – a natural title representing the legal estate – delivery of deed to Trustee. Certificate of Appointment. Certification of Trust.
- j. Two Witnesses (Gibson §1164), or, Notary Heading example:
  - The Declaration of Independence at Large, 4 July, A.D.1776 )
  - The United States of America at Large, 15 December, A.D.1791 )
  - Herein the Iowa state at Large, 11 May, A.D.1858 )
  - Herein the Maple county at Large, 11 May, A.D.1858 )

57. After you send NOI, now optionally send "Notice of Tolling of Time" – notice what date the trust vests.

58. After you send Tolling and enough time has passed to vest, now send "Notice of Statement of Interest" (SOI)

- a. **Declarant's Statement of Facts** of the establishment of trust under the formation involving but not limited to your confession, acceptance, non-disclaimer, endorsement, delivery, transfer of legal title, parole on phone, agreement, express or implied.
- b. Demand for Performance and Accounting, signed by Beneficiary of Trust.
  - i. page 15, Trower's Manual of the Prevalence of Equity under the 25th Section of the Judicature Act, 1873 amended by the Judicature Act of 1875. "If the trustee, with intent to defraud, convert or appropriate the property to his own use, or **dispose of or destroy it**, he is liable to three years penal servitude or fine, or two years imprisonment with or without hard labour."

59. Notice of Breach of Trust for failure of performance. DONE.

60. **ENFORCEMENT**. Objective: **SEALED** "register of chancery of the federal circuit of the United States for the state of iowa, in care of the u.s. court of appeals" (or supreme court of the united states), BILL IN EQUITY, Notice of Laws of the Case under Maxims and Gibson 64 Sections authenticated by State Law Librarian. [see sample Clerk's letter]

- a. CAPTION, PARTIES, JURISDICTION, CAUSE OF ACTION, CLAIM FOR RELIEF, FACTS FOR AFFIDAVIT, NOTICE OF EVIDENTIARY HEARING, NOTICE OF PRIVATE PROPRIETARY EVIDENCE IN SUPPORT FOR IN CAMERA EVIDENTIARY HEARING.
- b. **BEST EVIDENCE - AUTHENTICATIONS OF BIRTH CERTIFICATES (Guaranteed Suretyship Bond of Principal "ALL CAP")**

c. GIBSON §785. The general rule of evidence, that the best evidence obtainable must be produced, is as applicable to affidavits as to other evidence. Affidavits should, therefore, be made by those best acquainted with the facts to be proved, or a sufficient reason given for their not being so made; and all writings referred to in affidavits should be exhibited, or a sufficient excuse given for not so doing.

61. **JOINDER:** *BINGO*. CJS, Pardon & Parole (hidden golden nugget not in a usual place of 220 book collection) "A person who has such a title in a representative capacity as to be authorized to sue in his own name as a general rule may join the beneficial owner with him as plaintiff; and it is immaterial that the beneficiary may sue alone by reason of being the real party in interest. However, it has been said that it is only when the equitable interest would otherwise be unrepresented, or perhaps inadequately or imperfectly represented, that the equitable beneficiary can be joined as a plaintiff."

- a. Let's revisit - FRCP 17a(3) Joinder of the Real Party in Interest. "The court may not dismiss an action for failure to prosecute in the name of the real party in interest until, after an objection, a reasonable time has been allowed for the real party in interest to ratify, join, or be substituted into the action. After ratification, joinder, or substitution, the action proceeds as if it had been originally commenced by the real party in interest". (Principal is represented by Administrator).
  - i. ALSO NOTE: that "heir" is not in FRCP Rule 17a.
- b. THAT RULE IS SAYING THAT YOU HAVE THE OPTION OF EITHER BEGINNING ANY CASE AS A JOINDER WITH THE PLAINTIFF, OR BEGIN THE CASE AS THE DEFENDANT - IT'S YOUR CHOICE! DO YOU SEE WHAT IS BEING WAIVED HERE IN EQUITY? THEY GIVE YOU A CHANCE TO JOIN THE PLAINTIFF, AND YOU DON'T, "after a reasonable amount of time" - they proceed "as if" the real party joined.....but WHY? Because YOU CONSENTED! And once you consent - you are deemed to have "waived your right to be a joinder" So you are "volunteering" to be the defendant after being given the opportunity to be the Joinder with Plaintiff, "after objection", which is another way of saying "unless you object, you waive it, and in equity, you are now a volunteer", you just told the court that you would rather freely be the defendant, then be the piggy back ride on the Plaintiff.

62. **DECLARATORY RELIEF**

- a. "Declaratory relief is appropriate when a litigant needs direction from a court before taking future action. Such direction will afford the litigant relief from uncertainty or insecurity. See Amer. Household Products, Inc. v. Evans Manufacturing, Inc., 139 F.Supp.2d 1235, 1239 (N.D. Al. 2001)."

b. The object of the declaratory judgment is to permit determination of a controversy before obligations are repudiated or rights are violated. As many times pointed out by this court, its purpose is to permit one who is walking in the dark to ascertain where he is and where he is going, to turn on the light before he steps rather than after he has stepped in a hole. *Cox v. Athens Reg. Med. Cent.*, 279 Ga. App. 586, 594, 631 S.E.2d 792, 799 (2006)"

63. **EXCLUDE PUBLIC AND PRESS:** Maxim "*Inclusio unius est exclusio alterius.*" The inclusion of one is the exclusion of another, and vice versa, the exclusion of one is the inclusion of another. "Petition to exclude the public..."

a. PETITION THE COURT TO: "show cause why my private citizen rights should commingle with those rights of the public, enemies, belligerents and rebels, or be it resolved this cause shall proceed SEALED and Ex Parte, OR BE IT RESOLVED, this proceeding shall commence by order of the court Sealed and all third parties barred from its access." [attach proposed order].

64. **FEDERAL EQUITY PRACTICE.**

a. FEDERAL EQUITY PRACTICE. American Technical Society: Library of American Law and Practice: Equity. Equity procedure, 1919. Book page 64. Sec. 81. Dual System of Jurisdiction. "...the Federal courts keep entirely separate, actions at law and suits in equity, as much so as did the Court of Common Pleas and the High Court of Chancery in England a hundred years ago. This is effected by the device of having two sides to the court, the law side, and the equity side; and between them there is no possible connection. If he wants or needs equitable relief he must depart from the court on its law side and enter it by the equity door on the other side, where he will be heard by the same judge, acting as chancellor."

b. Newby v Enron 2002, "The Court held that federal courts have the equity jurisdiction that was exercised by the English Court of Chancery at the time of the adoption of the Constitution and the enactment of the original Judiciary Act, 1789... The Court further noted that regardless of the merger of the formerly separate courts of law and equity by the Federal Rules of Civil Procedure, the substantive principles of Courts of Chancery remain unaffected".... Some of the earliest writings on the equity jurisdiction of English courts emphasize the exclusive role of the equity courts over suits arising out of a breach of a fiduciary duty.

65. C.L. Bates "Federal Equity Procedure" vol. 1&2, 1901. § 11. \*The jurisdiction must appear upon the face of the record.\*- The jurisdiction of the circuit court is limited, in the sense that it has no jurisdiction other than that conferred upon it by the constitution and laws of the United States; and, as a result of this limitation upon the jurisdiction, the presumption is that a cause is without its jurisdiction unless the contrary affirmatively appears. It has long been settled that the facts upon which the jurisdiction of

the circuit courts rests must, in some form, appear upon the face of the record in all suits prosecuted before them, and it is error for the court to proceed until its jurisdiction is shown.

Chief Justice Taney, discussing the necessity of the record showing the jurisdiction, and the reason of the rule, said: "But in making this objection, we think the peculiar and limited jurisdiction of courts of the United States has not been adverted to. This peculiar and limited jurisdiction has made it necessary, in these courts, to adopt different rules and principles of pleading, so far as jurisdiction is concerned, from those which regulate courts of common law in England [exclusive equity?] and in the different states of the Union which have adopted the common law rules. In these last mentioned courts, where their character and rank are analogous to that of a circuit court of the United States-in other words, where they are what the law terms 'courts of general jurisdiction', -they are presumed to have jurisdiction unless the contrary appears. No averment in the pleadings of the plaintiff is necessary in order to give jurisdiction. If the defendant objects to it, he must plead it specially, and, unless the fact on which he relies is found to be true by a jury, or admitted to be true by the plaintiff, the jurisdiction cannot be disputed in an appellate court. Now, it is not necessary to inquire whether in courts of that description a party who pleads over in bar, when a plea to the jurisdiction has been ruled against him, does or does not waive his plea; nor whether upon a judgment in his favor on the plea in bar, and a writ of error brought by the plaintiff, the question upon the plea in abatement would be open for revision in the appellate court. Cases that may have been decided in such courts, or rules that may have been laid down by common-law pleaders, can have no influence in the decision in this court.

66. Because, under the constitution and laws of the United States, the rules which govern the pleadings in its courts, in questions of jurisdiction, stand on different principles and are regulated by different laws. This difference arises, as we have said, from the peculiar character of the government of the United States.
67. For although it is sovereign and supreme in its appropriate sphere of action, yet it does not possess all the powers which usually belong to the sovereignty of a nation. Certain specified powers, enumerated in the constitution, have been conferred upon it; and neither the Legislative, executive nor judicial departments of the government can lawfully exercise any authority beyond the limits marked out by the constitution.\* And in regulating the judicial department, the cases in which the courts of the United States shall have jurisdiction are particularly and specifically enumerated and defined; and they are not authorized to take cognizance of any case which does not come within the description therein specified. Hence, when a plaintiff sues in a court of the United States, it is necessary that he should show, in his pleading, that the suit he brings is within the jurisdiction of the court, and that he is entitled to sue there. [ie, private American is a national citizenship] And if he omits to do this, and should, by any oversight of the circuit court, obtain a judgment in his favor, the judgment would be

reversed in the appellate court for want of jurisdiction in the court below. The jurisdiction would not be presumed, as in the case of a common-law English or state court, unless the contrary appeared. But the record, when it comes before the appellate court, must show, affirmatively, that the inferior court had authority, under the constitution, to hear and determine the case." 1 Scott v. Sandford, supra.

- a. "This peculiar and limited jurisdiction has made it necessary, in these courts, to adopt different rules and principles of pleading, so far as jurisdiction is concerned, from those which regulate court of common law in England and in the different states of the Union which have adopted the common-law rules." [Exclusive Equity] "Union" - is the "de jure" reference.

- b. **THE POWER OF THE JUDGE IN CHAMBERS UNDER EQUITABLE RULES OF CHANCERY**

- i. Equitable Remedies, Pomeroy §355 "It was decided that individual judges acting in chambers have all the powers and functions which were possessed and exercised by the chancellor in chambers."
- ii. Gibson §770: In general, the Chancellor's jurisdiction at Chambers now extends from the hearing of the simplest motions, such as to amend pleadings, to the supremest acts of adjudication, such as the rendition of final decrees and their enforcement by all necessary final process, as will be, hereinafter, more fully shown.
- iii. Pomeroy §296. Illustrations — The four foregoing principles may be justly regarded, I think, as the very foundations of the equitable jurisdiction of the United States courts. They give it whatever peculiar character it possesses growing out of the double organization of the national and state governments, and they clearly distinguish it from the jurisdiction possessed by any state tribunals. In the practical administration of their equitable powers, the national judiciary have constantly affirmed and steadily adhered to the doctrine in its negative form, that the equitable jurisdiction does not exist, or will not be exercised, in any case or under any circumstances where there is an adequate, complete, and certain remedy at law, sufficient to meet all the demands of justice.

68. All Courts Run on "Waiver and Consent". If you do not change the rules, then you agree with the rules.

For example, In Minnesota:

- a. **484.33 RULES OF PRACTICE.** The judges of the district court...may revise and amend such rules as they deem expedient, conformably to law, and the same shall take effect from and after the publication thereof. Such rules, as the same shall be so revised and amended from time to time, shall govern all the district courts of the state; but, in furtherance of justice, they may

be relaxed or modified in any case, or a party relieved from the effect thereof, on such terms as may be just. [this is the equity or changing the rules in your case] Any other proper business pertaining to the judiciary may also be transacted.

b. Package to Court may include but not limited to (a simple guide – not for reliance on):

- i. Title Page [see sample in back]
- ii. Call to make "Appointment" with Clerk and Master in order make a "special filing by a Private American National Citizen of the United States to invoke the exclusive rules of equity jurisdiction" Letter to Clerk with Money Order "Cost Bond" or Forma Pauperis. Demand the case be sealed, on the "Register of Chancery", a Judge authorized to proceed by authority of Article III, Section 2, Subd. 1 of the Constitution for The United States of America.
- iii. Instructions to Clerk including but not limited to a) Seal the case, b) require Article III Judge, c) require a review determination while you wait, d) require to meet with Judge in private chambers to enter private proprietary evidence in support of cause, e) miscellaneous case file paid with dollar coins from US Mint from any bank, f) instructions to rule on the "Petition to Seal" before unsealing envelope with "Complaint" in Equity.

69. Table of Contents: [see sample letter in exhibits]

- a. Notice of Private & Proprietary Trust Materials subject to outcome of Petition to Permanently Seal.
- b. Petition for Ex Parte and SEALED and Notice of Proprietary private confidential evidence in support of Plaintiff's petition to seal and special cause.
- c. Notice of Laws of the Case: Gibson first 64 Sections 1) I hereby grant personal and subject matter jurisdiction to the Court for the purposes of adjudication under the rules of equity and its body of Maxims and Jurisprudence; 2) "...show cause why said rules and jurisprudence of equity cannot be abided by or be it resolved so it is written so let it be done."
- d. Bill in Equity (authenticated) for Declaratory, Special, General, Injunctive Relief. "That Due to my parents accident, error, or mistake my rights as a child were sacrificed when my parents unknowingly failed to avail themselves of my rights as a baby to be defined by the Constitution of the United States, and that Plaintiff is entitled to be Declared a private American National Citizen....That due to mistake, error or accident the relationship between the Plaintiff and Defendant is established by operation of law that of suretyship, implied quasi-trusteeship for an

artificial person, where a shockingly amount of absence of valid lawful consideration fails, and where Plaintiff asserts that he/she is the Cestui Que trust of the same subject matter...." B) Jurisdiction Statement C) Prayers for Relief D) Prayers for Process E) Verification – two witnesses – no notary. USE ONLY MAXIMS.

- e. Authenticated BC special deposit, signed by "heir cestui que" - in sealed envelope.
- f. Make Application for In Camera Evidentiary hearing for private, proprietary, privileged evidence.
- g. Three Blank Pages at end of bill.

70. Authenticated Bill to Enforce a Trust: (JOHNSON v. POWERS) "The bill is founded upon the jurisdiction in equity of the Circuit Court of the United States, independent of statutes or practice in any State, to administer, as between citizens of different States, any deceased person's assets within its jurisdiction."

- a. Caption: Jurisdiction Governed by Article III, §2, subdivision 1, of the Constitution of The United States of America. Register of Chancery. Proceeding governed by Maxims of Equity, and §1-64 Gibson "Suits in Chancery" 1907.
- b. Address, To the Honorable Chief Justice and to the "Clerk and Master" in the original and exclusive jurisdiction In Camera, private chambers, united states court of appeals for the federal circuit for the state of iowa;
  - i. [http://www.courtappointedmasters.org/sites/default/files/2013\\_benchbook.pdf](http://www.courtappointedmasters.org/sites/default/files/2013_benchbook.pdf) "Bench Book" - 1.16 Appellate Master The United States Supreme Court and state Supreme Courts have **original jurisdiction** over **certain types of cases**—for example, election disputes, or boundary disputes between states. Because these cases are outside of the Supreme Court's **normal appellate function**, courts will often **appoint a Special Master** to secure and review an **initial evidentiary record**, **manage discovery and motion practice as would** a trial court, and recommend a final disposition.
- c. Clause for Jurisdiction: "Petitioner grants in personam and personal jurisdiction to the Court."
- d. There is a class of trusts, technical and continuous in their nature, which is within the exclusive jurisdiction of equity, and cannot be enforced or efficiently administered by any other tribunal. And there is another class, embracive of the instant case, within the concurrent jurisdiction of law and equity. The distinguishing characteristic would seem in the main to be the adequacy and efficiency of the legal remedy.

- e. Pomeroy §218. Is the Occasion only of the Exclusive Jurisdiction. "There is, however, a radical difference between the operation of this inadequacy of legal remedies upon the concurrent equitable jurisdiction and upon the exclusive jurisdiction, although the direct results of the operation in both cases may be apparently the same; and it is the neglect to observe this distinction which has tended more than anything else to involve the whole subject in confusion. The exclusive equitable jurisdiction, or the power of the courts to adjudicate upon the subject-matters coming within that jurisdiction, exists independently of the adequacy or inadequacy of the legal remedies obtainable under the circumstances of any particular case."
- f. Bates §680 & §681 as footnotes in pleading. "That this is a suit in equity arising under the constitution of the United States and that where the rights of the defendant are in jeopardy, and are those of a private citizen, and are of those classes which the constitution of the United States either confers or has taken under its protection and no adequate remedy for their enforcement is provided by the forms and proceedings purely legal, the same necessity invokes and justifies, in cases to which its remedies can be applied, that jurisdiction in equity vested by the constitution of the United States, and which cannot be affected by the legislation of the states."
- g. The courts of law have no power, by their own judicial legislation, and without any statutory interference, to abolish, curtail, or modify the jurisdiction which has once been acquired by equity." (Pomeroy §182).
- h. Background, Premises, Charging/interrogatory, Confederacy - what is at stake, what property, what titles are they holding, what privity, what primary rights, what relations, what is harmed, threatened, who's doing it, when, how, what admissions, records, confessions, conduct, unknown parties, etc.
- i. Prayers for Declaratory Relief of the rights, duties, powers, privileges and immunities between the parties; General and Special Relief, with particularity, AND THAT YOUR ORATOR MAY HAVE SUCH FURTHER AND OTHER RELIEF IN THE PREMISES AS THE NATURE OF HIS CASE SHALL REQUIRE AND AS TO YOUR JUDGESHIP SHALL DEEM JUST.
- j. Prayers for Extraordinary Process. Lots of Templates in Gibson! I.e., §13

**71. PUBLIC HEARINGS:** (send notice into Judge's chambers of your status and Notice of the Trust prior to hearing).

- a. "My name is granted to the court for future return with my interest." (say two times) [Judge will say something like "I don't see the legal significance of that"] Your Response: "objection" - on the grounds the significance is not legal or at Law, but equitable in a court of equity where equitable rights are historically recognized; due to the nature of this proceeding the equitable rights are not cognizable here and therefore presents a conflict or variance of Law. The conflict is equitable rights and defenses are not cognizable at Law and the rights in my defense are purely equitable.
- b. "do you disclaim the trust?"
- c. **That this is an equitable cause in equity arising under the constitution of the United States and that where the rights of "NAME" are in jeopardy, and are those of a private citizen, and are of those classes which the constitution of the United States either confers or has taken under its protection and no adequate remedy for their enforcement is provided by the forms and proceedings purely legal, the same necessity invokes and justifies, in cases to which its remedies can be applied, that jurisdiction in equity vested by the constitution of the United States, and which cannot be affected by the legislation of the emergency provisional congress, the states nor the agencies subject to the law of the district of columbia.**
- d. "Private trust is a special matter and due to exigent circumstances I am invoking a court of equity to protect the interests of a private trust that cannot be seen by this court at-law.; when there is a conflict between the rules of Law and the rules of equity over the same subject matter then the rules of equity shall prevail."
- e. "Judge, these proceedings damaging rights to possession, title and interest in a private trust that only inherent equity has the sole exclusive jurisdiction to recognize – this is not a court of special equity and it does not have jurisdiction of non-statutory trust here today."
- f. "**I know who the parties of the trust are and it's not anyone this court can see."**
- g. "Does this court have authority over private trust?" "The real party of interest is not here today, who is the trustee who holds an original "Certificate of special deposit" on behalf of a private trust that these proceedings are damaging."

- h. "Does the court disclaim the trust? Does the Plaintiff?" "Let the record show that both the Court and the Plaintiff admits the trust."
- i. "For and on the record, this court lacks authority over trust, and these proceedings are damaging rights on the private not cognizable here today."
- j. "As the record shows: There is a private trust in which an individual not cognizable by this court has rights to property, title and other interests. These proceedings threaten to irreparably damage the rights of a beneficial interest holder in the private."
- k. "Due to these exigent circumstances the defendant is motioning for a dismissal of this at-law proceeding and transfer into a court of special equity where a private beneficial interest holder's rights can be seen. Defense requires in chambers conference to present Private Special Confidential Proprietary information for the court's consideration." [objection: "the court cannot compel the defense to publish private special confidential proprietary documents."]
- l. "For the record I did not violate the soul, intent and spirit of the law, nobody was injured and no property is damaged."
- m. "show cause why this matter cannot be handled privately" "I demand again that you show cause why this matter cannot be handled privately.....then for and on the record BE IT RESOLVED the parties mutually agree, accept, admit, confess that this shall be handled privately."

### **FINALLY**

- YOUR TASK IS TO READ SUITS IN CHANCERY BY HENRY GIBSON AND BEGIN TO THINK USING EQUITY PRINCIPLES, TO STUDY. GET AN EQUITY MIND WITH EQUITY EYES AND TO START VERY SIMPLE AND BEGIN TO PERFECT YOUR PRIVATE DOCUMENTS THRU NOI-SOI DOCTRINE.
- YOUR TASK IS TO GO FORWARD AND THINK EQUITY - "WHAT'S FAIR, JUST AND RIGHTEOUS."

THIS ENDS OUR TWO DAY INSTRUCTIONAL JOURNEY TOGETHER. MAY THE LORD "I AM" BLESS YOU IN YOUR JOURNEY ON A LESS TRAVELED PATH CALLED "EQUITY."

*LORD BLESS YOU ON YOUR JOURNEY,*

*Skype: bigpowerplants*

PROPRIETARY EXHIBITS.

THESE ARE PERSONAL SAMPLES FOR YOUR LEARNING AND UNDERSTANDING AND USE.

**NOT FOR PUBLICATION OR PUBLIC DOMAIN.**

1. TEMPLATES – SAMPLES FOR YOUR PERSONAL BENEFIT AND UNDERSTANDING.

- a. TITLE PAGE – use this on top of your paperwork and court filings.
- b. Handwritten notes from course.
- c. “Public NOI/SOI” for Lamar or County (4 pages) – record once only.
- d. Sample private NOI to IRS over debt. (12 pages)
- e. Optional “Lawful Consideration” page “for consideration”
- 
- g. Table of Authorities
- h. Notice of Disclaimer of Trusteeships
- i. Notice of Conflict or Variance
- j. Actual cover of “Deed Poll Trust” from JFK for BC.

## Notice of Acknowledgement, Receipt, and Acceptance

To: Postmaster General, c/o Post-Office Department,  
c/o The United States Postal Service  
c/o "United States"  
c/o The United States of America circa 1791.      }  
    } Administrators as implied grantors, hereinafter "Grantors"

From: **Doe, John Henry**, grantee, private citizen of the United States privately and specially residing and domiciling outside a "Federal Zone" within a non-military occupied private estate not subject to the jurisdiction of the "United States."

Re: June 24, 2010 USPS Registered Mail Account Number **RR 111 222 333 US**, hereinafter "ACCOUNT," signed by grantee.



**LET IT BE KNOWN BY ALL MEN AND PERSONS WORLDWIDE BY THESE WORDS,**  
*I, the undersigned, Doe, John Henry grantee herein, a private American Citizen of the union of States of America, by my freewill act and Deed, execute this Deed of my acknowledgement, receipt and acceptance *ab initio* for private lawful consideration of one stamp of three cents lawful currency of post office of The United States of America canceled/signed by grantee, and other sufficient valuable lawful consideration tendered by grantee, on February 24, 2010 for absolute estate in/for above referenced ACCOUNT and All attachments and transmutations therefrom pursuant to Maxims of Equity: "Equity will not aid a volunteer; Equity will not perfect an imperfect gift; Where there are equal equities priority prevails; where there are equal equities the law shall prevail."*

Performed under my hand and seal freewill act, volition and Deed:

=====

Private Witness. Without Prejudice.

=====

**Doe, John Henry**, grantee.

Private citizen of The United States of America. Privately residing/domiciling outside a "Federal Zone" within a non-military occupied private estate within a union member state. Mail In Care Of: general-post Office Box 111111, City of Maple. State of Idaho. Postal Code [333444]. The United States of America.

The Declaration of Independence at Large 4 July 1776  
The United States of America at Large 15 December 1791  
Minnesota state at Large 11 May 1858  
Ramsey county at Large 11 May 1858

} Scribes and Affirms

Notary Acknowledgment

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ [stamp]

Notary Public – signature: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Drafted By: Doe, John of the U.S.A.



## Notice of Interest

*—An Established Right of a Purely Equitable Nature —*

**This Is Actual & Constructive Special Notice** by the grantee—a private American National Citizen of the United States—for sufficient private lawful and valuable consideration of non-negotiable asset title number(s) "RR111222333US-01.001" thru "RR111222333US-99.999" along with all their unique assigned sub-record special deposit title(s), now coming as the grantor/settlor "Grantor," assigning each said title to, but not limited to, the sum of all their attachments, issues, interest, assets, rents, derivatives and proceeds therefrom are fully claimed, titled, assigned, withdrawn from general deposit/general public relations, and the records are being held in the private. It is Grantor's manifest intent, purpose, freewill act and deed to execute this special notice of interest and deed of withdrawal from general deposit Grantor's special interests per Grantor's private indentured instructions, if any. If there is any information regarding this that needs to be gleaned, please contact the grantor at the address: private American Citizen John, c/o post office box 222333, City of Maple, Idaho, Postal Code 77665.

Signed, sealed, acknowledged and specially deposited:

---

*Doe, John Henry, grantee, grantor/settlor. Private American Citizen of the union of states of America.*

---

(grantor's optional use handwritten here)

Bill in Equity # \_\_\_\_\_ assigned to: \_\_\_\_\_

Optional Notes:

The Declaration of Independence at Large 4 July 1776  
The United States of America at Large 15 December 1791  
Minnesota state at Large 11 May 1858  
Ramsey county at Large 11 May 1858

Scribes and Affirms

Notary Acknowledgment

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ [stamp]

Notary Public – signature: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Drafted By: Doe, John of the U.S.A.



# Notice of Delivery

## -Statement of Interest-

**This Is Actual & Constructive Special Notice** by the grantee—a private American Citizen of the United States of America—for sufficient private lawful and valuable consideration of the non-negotiable asset title number(s) “RR111222333US-01.001” thru “RR111222333US-99.999” that are assigned, along with, if any, their unique special deposit titles, and the sum of all their attachments, interest, issues, rents, assets, derivatives and proceeds therefrom, now coming as the grantor/settlor “Grantor,” hereby give notice of actual and/or constructive delivery of same title(s) and intends it to be treated as on special deposit(s) in trust for special purpose. The delivery records are being held in the private. It is Grantor’s manifest intent, special purpose, freewill act and deed to execute this special notice of lawful actual and/or constructive delivery of the special deposit(s) per Grantor’s special indentured instructions, if any. If there is any information regarding this that needs to be gleaned, please contact the Grantor/Settlor at the address: private American National Citizen John, c/o post office box 222333, City of Maple, Idaho [Postal Code 77665]. Grantor expressly reserves all rights and liberties.

Signed, sealed, acknowledged and specially deposited,

---

**Doe, John Henry, grantee, grantor/settlor.** Private American Citizen of the union of **states of America.**

---

(reserved for grantor's optional use handwritten here)

#

Bill in Equity #

assigned to:

Optional Notes:

The Declaration of Independence at Large 4 July 1776  
The United States of America at Large 15 December 1791  
Minnesota state at Large 11 May 1858  
Ramsey county at Large 11 May 1858 } Scribes and Affirms      Notary Acknowledgment

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ [stamp]

Notary Public – signature: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Drafted By: Doe, John of the U.S.A.



## Special Notice of Deed of Conveyance

-Notice of Issuance of Certificate of Legal Title-

**This Is Actual & Constructive Special Notice** by the grantee—a private American Citizen of the United States of America—for sufficient private lawful and valuable consideration of non-negotiable equitable asset title number(s) “RR111222333US-01.001” thru “RR111222333US-99.999” along with their unique special deposits, if any, for each said title and their attachments and proceeds therefrom, now coming as the grantor/settlor “Grantor” hereby notice that said same legal title of said number is hereby fully granted, conveyed, and delivered to trustee(s) or grantee(s). The record(s) are being held in the private. It is Grantor’s intent, purpose, freewill act and deed to execute this special notice of lawful actual and/or constructive grant and conveyance of the special deposit(s) and/or special interests per Grantor’s special indentured instructions.

If there is any information regarding this that needs to be gleaned, please contact the grantor at the address: private American Citizen John, c/o post office box 222333, City of Maple, Idaho, Postal Code 77665, without prejudice. Grantor expressly reserves all rights and liberties.

Signed, sealed, acknowledged and specially deposited,

=====

**Doe, John Henry, grantee, grantor/settlor. Private American Citizen of the union of states of America.**

=====

(reserved for grantor's optional use handwritten here)

**Bill in Equity #** \_\_\_\_\_ **assigned to:** \_\_\_\_\_

**Optional Notes:**

The Declaration of Independence at Large 4 July 1776  
The United States of America at Large 15 December 1791 }  
Minnesota state at Large 11 May 1858 } Scribes and Affirms  
Ramsey county at Large 11 May 1858 }  
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Notary Acknowledgment

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ [stamp]

Notary Public – signature: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Drafted By: Doe, John of the U.S.A.

**\*lodged & sealed with the appellate master \***

**original and exclusive jurisdiction of the court  
of appeals of the united states for the federal  
circuit**

**article iii, section 2, subd. 1**

**of the written constitution for the united  
states of america**

# HAND WRIT

## SAMPLE COVER LETTER TO SPECIAL CLERK AND MASTER

The Honorable Clerk and Master  
united states court of appeals for the federal circuit  
city, state  
united states of america

dear clerk,

the suit included herewith is a special cause relating to evidence and documents of a private proprietary and confidential nature. we request the following special requirements by this honorable court be met in order to protect and preserve the ends of justice and the rights and interests of the parties to this suit:

1. grant suitor leave of the court to enter into the exclusive original jurisdiction of equity
2. seal the cause on the register in chancery
3. comment suit and proceed under seal, ex parte
4. assign judge under authority of article III, §2, subd. 1 of this constitution for the united states of America
5. schedule evidentiary hearing with judge in private chambers to enter private, proprietary evidence in support of the suit.
6. that the honorable court grant an immediate review determination
7. issue process in the form of this court's subpoena

the suit to be specially deposited on the record are included herewith as follows: 1) motion for leave of the court to enter into the original exclusive jurisdiction of this court and petition to seal, ex parte 2) notice of conflict and variance, original bill, 4) affidavit in support of bill, 5) table of authorities 6) notice of the law of the trust 8) notice of the law of the suit.

please contact me if i may be of any help to you or your staff. your prompt attention in this matter is greatly appreciated and i thank you in advance for your service in this cause.

yours truly,

doe, john henry

Suitor

c/o address

united states of america.

(GRATOR / SUITOR)

TEN

special cause [handwritten]  
court of appeals of the united states for the federal circuit

X

i.

complainant: under seal

defendant: the john henry doe estate, et al.

county: maple

under seal

county where cause arose: maple

county: maple

ii.

exclusive equity jurisdiction under article iii §2 subdivision 1 of this wrttien constitution for the united states of america.

iii.

complainant is a private citizen of the united states, american national, privately residing within the union member state of iowa, within a non-military occupied private estate and outside a "federal district" and not subject to the jurisdiction of the "united states".

iv

appeal to chief justice of the united states for the federal circuit for private evidentiary hearing in chambers

v.

nature of suit is extraordinary, special, exigent and private restricted, confidential, proprietary and privileged, **not for publication.**

vi.

this special cause is miscellaneous filing on the register in chancery pursuant to this constitution for the united states of america, article iii §2 subdivision 1 to enforce a private express trust; judiciary act 1789 §11, §16, §20, first congress session one.

vii.

class action: no

dollar demand: no

jury demand: no

viii.

this cause is not related to any other action at law.

RITTEN

*circuit court of the United States*

*original jurisdiction in care of the court of appeals*

"district court of the  
United States

FOR THE EIGHTH CIRCUIT

In re: JOHN HENRY DOE of Iowa, et al.

\*SEALED

v.

\*SEALED

Lodged SEALED

Notice of Laws of the Suit as a  
Special Cause

In Equity.

No. xxxxxx

NOTICE OF LAWS OF THE CASE

¶ 1. NOW COMING:

STATEMENT OF THE CAUSE

STATEMENT OF CITIZENSHIP AND JURISDICTION

ALL SUBSTANTIVE REQUIREMENTS FOR AID OF THE COURT HAVE  
BEEN SATISFIED

¶ 2.

CONCLUSION

Affidavit in Support of XXXXX.

Certificate of Service

ANNEXES X-XXX



Claimant:  
Doe, John Henry  
Private American National Citizen of The United States of America  
In Care of: post office box 111444.  
Mapletown, Iowa.

Intended Respondent:

John Pepperman  
Occupant of the Office of Chief Financial Officer.  
In care of: Agent located at Big Bad Bank.  
90 South 7<sup>th</sup> Street, Minneapolis, Minn. 55402

Service by and Respond to:  
Jane White, Notary Public  
% post office box 6666  
CITY, Minnesota  
Postal Code 55555

RE: Account No. 22334455, JOHN H. DOE, hereinafter "Account,"

**NOTICE OF PRIORITY INTEREST.  
PRIVATE TRUST EXPRESSION.  
NOTICE OF APPOINTMENT.**

**NOTICE OF SPECIAL DEPOSIT OF ORIGINAL PRIVATE TITLE DEEDS.  
NOTICE OF PRIVATE LAWFUL CONSIDERATION BY PRIVATE AMERICAN NATIONAL  
CITIZEN OF THE UNITED STATES OF AMERICA.**

Greetings Mr. Pepperman:

Now coming as the only real party in interest, third party intervener, John of the family Doe, hereinafter "Beneficiary," privately dwells at all times relevant within the union member state of minnesota within a non-military occupied private estate outside a "Federal Zone" not subject to the jurisdiction of the "United States," and, Beneficiary is, by virtue of his constitutionally protected status of being a Private National Citizen of The United States of America as Amended 1791, is not subject to the present provisional "emergency" War Powers martial due process of the United States and the martial due process of the several states by a congressionally-amended, World War I statute ("Trading With the Enemy Act") called "The Emergency Banking Relief Act" (your 12 U.S.C. 95a and 50 U.S.C. App. 5(b)) both events transpiring on March 9, 1933.<sup>1</sup> Beneficiary, a private citizen of the United States, is the true owner under the rules of equity of said Account taken without prior notice of superior, equal or prior adverse interest—legal or equitable—and without consent and without civilian due process of law. Beneficiary notices you of his priority interest in Account and is in receipt of the enclosed Notice by which it is my duty to inquire and to protect nature rights in relation to said Account. Beneficiary notices that a private equitable title **RR111222333US-15** is assigned to said Account, and all its information, derivations, proceeds, interest and assets, as noticed in Puffer County Office of the Recorder Abstract system a copy of which is provided attached herewith.

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<sup>1</sup> Notice Duly recorded in Lamar County, Georgia Superior Court 10-26-14 FILED 12:30 pm, BPA Book 38 pages 141-182, herein incorporated by reference and made apart hereof.

As you know trust law is ubiquitous throughout our great Nation's history and runs at all times, especially in banking law. I am very informed on how to enforce this trust, sealed and Ex Parte under a special proceeding in Federal Court if necessary, however I shall presume that any reasonable lawful organization shall wish to govern itself accordingly and expect the highest attention to the matter specially enumerated herein, and must alert you to the possibility that a breach of trust is a very serious matter for all real parties of interest, primarily that Beneficiary does not at any time consent to any release of any records of Account without civilian due process of law and constitutes a breach of private express trust established herein.

Notice of Appointment. *i*, with the inherent power of appointment do hereby appoint John Pepperman, Occupant of the Office of Chief Financial Officer of Big Bad Bank as a private express trustee of said Accounts' ledger, information, proceeds, interest and assets, and deposit with his Agent of said Office. You have twenty (20) days to disclaim the trust herein or the trust shall be confessed, admitted, accepted. The intent and purpose of the trust is to protect it from third parties not party to the trust, and return all trust *res* to the Beneficiary. The Trust shall be titled "**RR111222333US-15 Trust**".

Sincerely,

## Annex A

### Notice of Acknowledgement and Acceptance For Consideration

To: John Pepperman  
Big Bad Bank  
address } Administrators as implied grantors  
hereinafter "Grantors"

From: *Doe, john henry*, grantee herein, private American Citizen of the United States privately and specially residing and domiciling within the state of Minnesota, maple county, outside a "Federal Zone" within a non-military occupied private estate, not subject to the jurisdiction of the "United States", heir/cestui que of "JOHN HENRY DOE", a registered organization of the State of Minnesota.

RE: Bank Account # 22334455 by JOHN PEPPERMAN, BIG BAD BANK  
hereafter "ACCOUNT";

### PRIVATE – SPECIAL – CONFIDENTIAL – RESTRICTED – PROPRIETARY – PRIVILEGED - PRIORITY

I, the undersigned, *Doe, john henry*, grantee herein, a private American Citizen of The United States of America, by my freewill act, volition and Deed, execute this Deed of my acknowledgment and acceptance **without consideration** for absolute estate in/for above referenced ACCOUNT and All attachments and assets therefrom. Deed is governed by Maxims of Equity: "*Equity will not aid a volunteer; Equity will not perfect an imperfect gift; Equity regards as done that which ought to have been done; the First in Order of Time shall Prevail; Where there is equal equity the law must prevail.*" This Deed bars any would-be bona fide purchasers for value without notice under the rules of Equity.

Now coming as Grantee, with now absolute estate in said ACCOUNT, retitles ACCOUNT RR1112222333US-15 as private new title.

Performed under *my* hand and seal freewill act, volition and Deed:

---

Private Witness.  
Private Citizen of the United States.

---

*Doe, john henry*, grantee  
Private citizen of The United States of America privately residing/domiciling outside a "Federal Zone" within a non-military occupied private estate not subject to the jurisdiction of the "United States."

---

Private Witness.  
Private Citizen of the United States.

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*Without Prejudice Expressly Reserving All Liberties/All Rights. Without recourse.*

Note - also see page 61 for another  
alternative consideration certificate.

=====

J 4 1 1 4 3 0 8 4 B

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FOR AND IN CONSIDERATION OF ONE (\$1.00) PRIVATE DOLLAR LAWFUL CURRENCY OF THE  
UNITED STATES OF AMERICA [ACCOUNT# 22334455], ONE DOLLAR COIN OF THE U.S. MINT,  
ONE DOLLAR CANCELED POST OFFICE STAMP, TENDERED BY AND RETURNED TO DOE, JOHN  
HENRY.

DATE OF MARK AND IMPRESSION:

=====

GRANTEE.

*Doe, john henry.*

Private American Citizen of The United States of America, privately Residing within a non-military occupied private estate, outside a "Federal District" not subject to the jurisdiction of the "United States". Agent without recourse to JOHN HENRY DOE of Minnesota.

**Annex B: Actual Notice of Deed of Conveyance Of Special Deposit**

To: JOHN PEPPERMAN,  
BIG BAD BANK,  
THE UNITED STATES OF AMERICA,  
All others similarly situated as aforementioned }  
From: **Doe, john henry**, grantee now coming as grantor/settlor, private citizen of the United States privately residing and domiciling within the state of Minnesota, maple county, within a non-military occupied private estate not subject to the jurisdiction of the "United States."  
Re: Special deposit RR1112222333US-15.014.

} Trustee/Principal  
Hereinafter "Trustees"

**PRIVATE – SPECIAL – CONFIDENTIAL – RESTRICTED – PROPRIETARY – PRIVILEGED**

Whereas *I*, the undersigned, **Doe, john henry**, a private American Citizen of The United States of America, residing outside a "Federal Zone" within a non-military occupied private estate not subject to the jurisdiction of the "United States", am grantee of said identifiable property, and do privately re-titled same to be **RR1112222333US-15**, now coming as the grantor/settlor of same said special deposit trust property:

**Be It Your Duty To Take Notice and Acknowledgement** of the Trustees referenced above that on this \_\_\_\_\_ day of \_\_\_\_\_ 2016 that, *I*, now coming with express intent and purpose hereby and herein by my own freewill act and Deed do hereby:

- A. Grant, convey, assign and deliver via USPS Registered Mail No. **RE 111 222 333 US** original executed Certificate of Title of Special Deposit **RR1112222333US-15** to trustee **JOHN PEPPERMAN, BIG BAD BANK** said original executed title **RR1112222333US-15** along with any special deposits attached therewith governed under the established special private trust relations of "**RR1112222333US-15 Trust**";
- B. Accept Trustee's constitutional oath to perform lawfully in good faith to the beneficiary;
- C. Grant, bestow and authorize broad powers, indemnity, liberty and authority governed under Maxims of Equity to said Trustee for the good faith execution and performance of settlor's private lawful intent and purpose of prevention of any abandoned funds, debt extinguishment, settlement and closure, release of collateral, private enjoyment, use in possession, and benefit involving above identified private trust property for the named beneficiary "JOHN H DOE," private beneficial property of private American Citizen of the United States of America;
- D. Account is established within the jurisdiction of one of the union member states; and, Account is excluded from the applicability of the "Emergency Banking Relief Act amended "Trading with the Enemy Act" of 1933.

Done under *my* hand and seal with intent, special purpose, freewill act and Deed:

=====

Private Witness.

=====

**Doe, john henry**, grantor/settlor  
Private American Citizen of The United States of America.

**Annex C**  
**Certificate of Title of Special Deposit RR1112222333US-15.014**

To All to Whom These Presents Shall Come, Greetings:

*i, Doe, john henry*, in my unrepresentative and non-representative *in esse sui juris* capacity as private American Citizen of The United States of America, hereby certify that on the \_\_\_\_\_ of \_\_\_\_\_ Two Thousand Sixteen year of our Lord from within the State of Minnesota, Maple county, outside a "Federal Zone" within a non-military occupied private estate, that *I*, the grantor/settlor, with intent and purpose, hereby deliver/convey/transfer legal title of all right title and interest of equitable asset title **RR1112222333US-15** along with all of its special deposits as *I* do assign, if any, attachments, derivations, **RR1112222333US-15.001** thru and including **RR1112222333US-15.999**, and did perform the Deed of delivery via USPS Registered Mail No. RE 637 332 556 US as evidenced by this original Certificate in trust and care of the, to have and to hold, appointee/trustee JOHN PEPPERMAN successors and assigns, and it shall be binding upon trustee by its acceptance by the said trustee in the absence of a valid disclaimer. This legal title supersedes all previously issued legal titles of same by *Doe, john henry*.

I hereunto set my hand and Seal this \_\_\_\_\_ Day of \_\_\_\_\_ 2016 of the Year of our Lord.

-----  
*Doe, john henry*, grantor/settlor.  
Private citizen of The United States of America.

-----  
Private Witness 1

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Private Witness 2

*Doe, john henry*, private American Citizen of the United States  
Page 6 of 8

Annex C

**From:**

**Doe, john henry**

Private Citizen of The United States  
Private Resident within Minnesota, outside a  
"Federal Zone" within a non-military occupied  
private estate not subject to the jurisdiction of  
the "United States."

The United States of America  
Article III, §2, subdivision 1, of The  
Constitution of The United States of America  
Maxim "Equity Follows The Law"

**RR111222333US-15 Trust**

**TO:**

John Pepperman, Big Bad Bank

**NOTICE OF APPOINTMENT**

Private, Special, Privileged, Proprietary,  
Restricted, Confidential, Priority.

Excluding the Public and Press  
Special Term

Court as of Record

**RE: CERTIFICATE OF APPOINTMENT OF AGENT John Pepperman DBA BIG BAD BANK.**

**Order and Demand**

You are directed and ordered hereby to settle all outstanding bank account matters in relation to  
Account in good faith for the beneficiary "JOHN HENRY DOE" by order of private American  
National Citizen of the United States of America, **Doe, john henry**.

Govern yourself accordingly,

*John.*

Annex C  
CERTIFICATE OF APPOINTMENT OF JOHN PEPPERMAN  
RR111222333US-15 Trust

I, *Doe, john henry*, a private citizen privately residing and privately domiciling at all times relevant in the union member state of Minnesota within a non-military occupied private estate not subject to the jurisdiction of the "United States" by my inherit natural power of appointment as said private citizen of the United States, do hereby appoint JOHN PEPPERMAN as appointee/trustee/executory fiduciary with intent and purpose of settling all outstanding public bank and property matters for his private property "JOHN HENRY DOE."

This appointment is effective immediately and expires upon settlement and closure of all accounting matters regarding "JOHN HENRY DOE."

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*Doe, john henry* grantor/settlor.  
Private American Citizen of The United States of America.

-----  
Private Witness 1

-----  
Private Witness 2

2nd Sample NOI-SOI

Day - two November two-zero one-one

=====  
7 0 1 0 1 0 6 0 0 0 0 1 2 9 5 3 3 4 4 4  
=====

Doe, john henry  
c/o Susan Beatle, Notary Public  
PO BOX 3222  
Sarasota, Florida [34230]

Lisa Leeland, Manager  
Internal Revenue Service  
1973 N Rulon White Blvd  
Ogden, UT [84201-0021]

## NOTICE OF INTEREST

This is ACTUAL AND CONSTRUCTIVE NOTICE that, I, herein signed below, Doe, john henry the undersigned as the Grantor/donor, and executor of the landed estate of JOHN HENRY DOE, now coming as the Grantor/donor, hereinafter "Grantor/Donor" with my express intent and purpose, freewill act and deed in the private now witnessed and recorded under seal specifically regarding Internal Revenue Service ACS Case Reference Number 4951953544, give notice to Dennis L. Parizek, and all authorized successors and assigns, that it was not the intent of the Grantor/donor to enter into a debtor/creditor relations in the public but rather trust relations in the private, and therefore you are directed to take NOTICE that I Grantor Doe, john henry have:

1. Claimed in equity by my own freewill act and deed the **equitable title** of Internal Revenue Service ACS Case Reference Number 4951953544 and the public debt account attached therewith;
2. Claimed all right, title and interest and all proceeds thereof in connection of Bill in Equity Claim no. RR111222333US-05;
3. Assigned Bill in Equity claim number "RR111222333US-05" as a private title of Internal Revenue Service ACS Case Reference Number 4951953544 and the public debt account attached therewith;
4. Withdrawn from general deposit/general creditor/debtor relations RR111222333US-05 along with my original, electronic, or copied signature(s) and named "John henry doe, John R Doe, along with Mary j doe, Mary Marie Doe, MARY J DOE" and any derivation thereof and proceeds thereof in connection on file with INTERNAL REVENUE SERVICE ACS Case Reference Number 4951953544 and the public debt account attached therewith. Attached to the withdrawal include all instruments, negotiable and non-negotiable, contract(s), securities, bonds specifically linked to Internal Revenue Service ACS Case Reference Number 4951953544 hereinafter collectively referred to as "Chattels";
5. Have re-deposited as special deposit with specific purpose all the above referenced under title RR111222333US-05, along with all Grantor/Settlor's Chattels, now herein declared as "granted in private trust" with reliance on trustee, legal title holder, for specific performance of the intent and purpose of the Grantor/Donor to be given in confidence to trustee within thirty days of this notice;
6. With the power of appointment, I appoint Dennis L. Parizek, as trustee, legal title holder of title RR 662 550 US-05 along with his authorized successors and assigns of all special deposit(s) titled and identified by Bill in Equity claim no. "RR111222333US-05"; and,
7. Accepted Dennis L. Parizek's Oath of Office and all public officers of the INTERNAL REVENUE SERVICE and bind them to it, as well as bestow my sovereign immunity on them while administering my lawful orders.

The foregoing deeds recorded in Maple County Record # 4230560 and Kentucky Sec. of State non-UCC filing #2010-2468433-74.01, and withdrawn from general deposited recorded as 2010-2468433-74.03.

By Grantor: =====

(seal)

Doe, john henry  
expressly reserving all liberties

## NOTARY PUBLIC'S JURAT

BEFORE ME, the undersigned authority, a Notary Public, of the County of Maple, State of Iowa, this \_\_\_\_ day, 2011 a natural living man, known as John-Roark: Doe, did appear before me, and being known to me, upon first being duly sworn and/or affirmed, deposes and says that the foregoing asseveration is true to the best of his knowledge and belief

Use updated Notary Jurisdiction  
Maple county at Large A.D. 1858, etc

and and official seal.

(seal)

State of Iowa

My Commission Expires On: \_\_\_\_\_

(stamp)

CALY SAMPLE

## **STATEMENT OF INTEREST**

STATE OF IOWA )  
 ) ss:  
COUNTY OF MAPLE )

I Doe, John Henry ("Grantor") makes oath that the statements hereafter are true to the best of my knowledge, information and belief:

- With express intent and purpose, freewill act and deed, in the spirit of the Maxim "One who seeks equity must do equity" Grantor Doe, john henry gave first public notice in Maple County Recorder's Office Bill in Equity Claim No. RR11122233US-05 on July 7, 2010 as Document No. 4230560 as public notice by Grantor of right, title and interest, deeds and records held in private (Exhibit A: copy of "NOTICE").
- With express intent and purpose, freewill act and deed, Grantor filed in Maple County on July 7, 2010 "NOTICE" of Bill Claim No. RR11122233US-05 was transferred as special deposit in the private to demonstrate in advance Grantor's express intent and purpose to form a special relationship between the parties (Exhibit B: copy of "NOTICE Document #4230561 7/7/10").
- On or about August 18, 2011 public notice was addressed to MARY J DOE and delivered to Doe, john henry, authorized personal representative to MARY J DOE by INTERNAL REVENUE SERVICE ACS of CINCINNATI, OHIO to notice recipient as being assigned the legal title as a constructed trustee with the duty to perform and make a payment according to Case Reference Number 4951953544 (Exhibit C: copy of "FINAL NOTICE OF INTENT TO LEVY AND NOTICE OF YOUR RIGHT TO A HEARING" dated August 12, 2011).
- On November 4, 2011 on behalf of Grantor a Notary Public served via USPS Certified Mail No. 7010 1060 0001 2953 3866 addressed to Lisa Leeland, Manager, Internal Revenue Service, 1973 N Rulon White Blvd, Ogden, UT [84201-0021], "NOTICE OF INTEREST" dated November 2, 2011 (Exhibit D: copy of "NOTICE OF INTEREST" file copy of NOTARY'S CERTIFICATE OF SERVICE dated 11/4/11, USPS store receipt and USPS Form 3800 receipt).
- Contemporaneously with No. 4 above on November 4, 2011 on behalf of Grantor a Notary Public served via USPS Certified Mail No. 7010 1060 0001 2953 5676 addressed to Internal Revenue Service, ACS Support – Stop 865G, PO Box 145566, Cincinnati, OHIO 45250-5566, a copy of "NOTICE OF INTEREST" dated November 2, 2011 (see Exhibit D above).
- On or about November 8, 2011 USPS endorsed/delivered/received on behalf of recipient Lisa Leeland by evidence of endorsement on USPS Form 3811 stamped/sealed by agent on behalf of Lisa Leeland both the original and copy of "NOTICE OF INTEREST" 11/2/11 to their respective destinations (Exhibit E: file copy of "USPS Form 3811 and USPS.com screen shots of both mail deliveries respectively).
- On or about November 18, 2011, on behalf of Grantor a private individual not party to matter, in the capacity of a private confidential witness, served via USPS Registered Mail No. RE 637 835 344 US nine (9) legal sheets containing an original executed private trust instrument special deposit with a specific purpose titled "RR11122233US-05 TRUST" addressed/delivered/transferred to the Office of Lisa Leeland, Internal Revenue Service, Ogden, UT (Exhibit F: file copies of sworn under Notary Seal "Affidavit of Service" 11/18/11, copy of USPS store receipt, USPS Form 3806 Registered Mail Receipt, USPS.com screen shot of delivery).
- On or about November 23, 2011 United States Post Service Form 3811 of Registered Mail No. RE 637 835 344 US was duly stamped/endorsed/received by addressee's agent (Exhibit G: file copy of USPS FORM 3811).
- On or about November 23, 2011 "RR11122233US-05 TRUST" was delivered via USPS registered mail no. RE 637 835 344 US and a private trust formed between the parties and the method(s) of the formation of the trust are: transfer/endorsement/delivery a special deposit for a specific purpose, transfer of legal title of "RR11122233US-05 and notice thereof, full assignment of trust res and special deposits and notice thereof, and declaration of a trust expressed in trust instrument. Grantor hereby and herein notices Lisa Leeland the records of deed of the transfer of the trust instrument is filed in Maple County Recorder's Office as Bill in Equity Claim No. RR11122233US-05 on July 7, 2010 Document No. 4230561 and also Secretary of State non-UCC-3 dated 12/9/11 No. 2010-2468433-79.05. These two public records by Grantor notice the transfer/delivery/endorsement of the of RR11122233US-05 TRUST special deposit with a specific purpose to the addressee/trustee via USPS Registered Mail No. RE 637 835 344 US (Exhibit H: "NOTICE" 7/7/10 Document # 4230561 and "non-UCC-3 2010-2468433-79.05").

Witness:

(seal)

By Grantor:

(seal)

Not party to matter,  
expressly reserving all liberties.

Doe, John Henry.  
expressly reserving all liberties.

## **NOTARY PUBLIC'S JURAT**

BEFORE ME, the undersigned authority a Notary Public of the State of Iowa, this \_\_\_\_ day, December 2011 Doe, John Henry, aka John R Doe, a natural living man, did appear before me, and being known to me, upon first being duly sworn and/or affirmed, deposes and says that the foregoing ~~assertion~~ is true to the best of his knowledge and belief.

WITNESS my hand and official seal

/s/

**Notary Public, State of Iowa**

My Commission Expires On: \_\_\_\_\_

Use updated Notary Jurisdiction  
Maple county at Large A.D. 1858, etc

"GAC" - Grantor sells debt to Grantee's Agent - Conveyance,

Grantor-Agent-Conveyance. [keep original, send attested copies to parties, ie., SSA, IR, Bank, SOT, Treasurer, etc. "Notice of Private Conveyance" you are directed to comport...]

## Deed of Conveyance of Personal Property

Whereas the below scribed grantor, [REDACTED] ("Grantor") a private American Citizen of the country of The United States of America in an unrepresented capacity *in esse* and in a protected class who privately resides and privately domiciles outside the "Federal Zone" without the "United States" within a non-military occupied private estate grounded upon the soil on Ramsey county self-governed by exclusive equity maxims, and whose Oath of Allegiance to the Kingdom of Heaven under the One True Source Creator ("Creator") of All living men and things as to whom *he* serves;

Whereas, grantee's agent [REDACTED] private citizen ("Grantee") is acting solely in his authorized restricted capacity as Agent without recourse to/of/for the Grantee described in Annex B & E said State of [REDACTED]'s registered organization "[REDACTED]" file# [REDACTED] *ab initio* [REDACTED] of [REDACTED] county ratified by [REDACTED] State Registrar of Vital Statistics, Secretary of State [REDACTED] and Secretary of State of the United States of America Department of State in Annex B attached herewith and made apart hereto;

Whereas Grantor *in esse* is the express and implied volunteer obligee, surety and principal to an artificial person/property of the legal organization issued by the State of [REDACTED] named "[REDACTED]" file# [REDACTED] and said bonded suretyship is hereinafter referred to as "Suretyship" and treated as personal property;

Whereas Grantor is in sole exclusive possession of said personal volunteer Suretyship for the "Taxpayer" described below titled [REDACTED] Social Security Number [REDACTED] the artificial personal property ("Property") of the Department of Treasury, State of [REDACTED] and/or "United States" per full faith and credit;

Whereas Suretyship is wholly and totally against Grantor's good conscience, good reason and in violation of Grantor's religious beliefs;

Whereas that it is against Grantor's beliefs to be a obligee, principal and/or surety for an artificial person and it is against the laws of Grantor's Creator and said Creator's commands;

Whereas said Grantor's Suretyship is without tender or receipt of sufficient valuable and lawful consideration and that this fact is counter to Equity's purely equitable principles that govern Grantor;

Whereas due to error, mistake, or accident, Grantor voluntarily scribed to said Suretyship without availing himself of full disclosure of the facts due to his legal disability, lack of reason or lack of understanding or otherwise;

Whereas, said Suretyship also includes all signatures owing allegiance in the form of "penalty of perjury" clauses subjecting Grantor to the laws of the "United States" and to be a "Federal Employee to the "United States" or "District of Columbia" in any capacity is a violation of Grantor's keeping of good private citizenship;

Whereas Grantee is created, organized and issued by the State of [REDACTED] along with its Chief Executive Officer with the intent and purpose of being the sole surety, obligee, principal and quasi-trustee for all Grantor's debts, liabilities, obligations, liens, levies and any other encumbrance and accepts said Suretyship;

Be It Resolved, Grantor does hereby fully grant and convey, and Grantee accepts, for specific lawful consideration attached herewith Annex A to Grantee said Suretyship "Property" in the described as follows:

### "Property" Description

All suretyship, obligations, oaths, expressed or implied, for "[REDACTED]" and for "taxpayer" [REDACTED] Bond No. [REDACTED] issued [REDACTED] *ab initio* [REDACTED] along with all its liabilities, obligations, debts, liens, levies and other encumbrances or forbearances derived thereof, but excluding assets, funds, interest, escheat, legacy, or their transmutations.

Given under my hand and the Great Seal of the State at the [REDACTED] county at [REDACTED] state, this, the [REDACTED] day of [REDACTED] in the year of our Lord Two Thousand and Sixteen and of the Independence of the country of The United States of America, the Two Hundred and Fortieth [REDACTED]

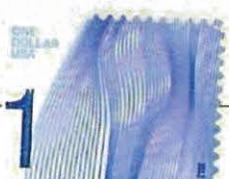
Private witness. [REDACTED] Grantor. Private American Citizen of

The United States of America. *In esse.* Without Recourse.

The United States of America, [REDACTED] state at Large [REDACTED] county at Large: This Deed was acknowledged before me on [REDACTED] by [REDACTED] [stamp]

Signature of Notarial Officer

My commission expires: [REDACTED]



## **Notice of Acknowledgement and Acceptance For Consideration by Grantee**

**RE:** All suretyship, obligations, oaths, expressed or implied, for "████████████████████" and for "taxpayer" ██████████ RL SS ██████████ and No. ██████████ issued ██████████, ab initio ██████████ along with all its liabilities, obligations, debts, liens, levies and other encumbrances or forbearances derived thereof, but excluding assets, funds, interest, escheat, legacy, or their transmutations.

Scribed by grantee's agent ██████████ ("Grantee") acting exclusively to scribe in the capacity of a restricted authorized Agent without recourse of/for/to the principal and surety State of ██████████ issued legal organization named ██████████ L" file # ██████████ identified herewith in **Annex B**, and also the grantee in substance and in fact.

Be it known to all persons, the "United States", and men worldwide, and to the above referenced Grantor on page one of this Deed that *i*, the undersigned, ██████████ Grantee's Agent, with intent and purpose, freewill act, volition and deed, HEREBY execute this notice of acknowledgment and acceptance as grantee in and for specific lawful consideration in **Annex A** for the above referenced **Property Description**. Grantee's Agent is bona fide without notice of adverse interest. Grantee's Agent orders that the record on file in a court of record be updated to show said acknowledgment and acceptance. Deed is governed by Maxims of Equity: "*Equity will not aid a volunteer, Equity will not complete an imperfect gift; where there are equal equities the first in order of time shall prevail; where there are equal equities the law must prevail; no person bound to act for another in any matter can, as to that matter, act for himself*".

Given under my hand and the Great Seal of the union state of ██████████ at the ██████████ county, in the country of the United States, this, the ██████████ day of ██████████ in the year of our Lord Two Thousand and Sixteen and of the Independence of the country of the United States of America, the Two Hundred and Fortieth.

(mark and impression)

████████████████████  
Private Witness

████████████████████, Grantee's Agent without recourse of/for/to principal, trustee, obligee State of ██████████ organization ██████████ file # ██████████ identified in **Annex B** and **Annex E**.

The Declaration of Independence at Large, 4 July, A.D. 1776  
The United States of America at Large, 15 December, A.D. 1791  
Herein the ██████████ a state at Large, 11 May, A.D. 1858  
Herein the ██████████ county at Large, 11 May, A.D. 1858

} scribes and affirms

**Acknowledgement**

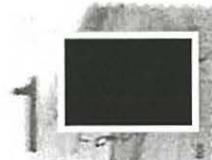
Witnesseth this day, Declarant before me, ██████████ a Notary Public by said State duly authorized, certify that I determine from satisfactory evidence that Declarant is whose name is scribed to the within instrument comes before me by special limited restricted ministerial visitation and acknowledges same that Declarant freely marks and impresses his assent to this declaration and its five annexes "**Notice of Acknowledgement and Acceptance For Consideration by Grantee**" being duly affirmed and acknowledges and vows it to be his own freewill self-determined act and volition as to seal this matter. He scribes and vows before me on this ██████████ day of ██████████, 2016. I certify under penalty of perjury under the laws of ██████████ that the foregoing paragraph is true and correct. [seal]

████████████████████  
Notary Public – signature  
My commission expires: ██████████



Annex A  
IN GOD WE TRUST  
ONE

=====  
SPECIAL DEPOSIT ONLY  
ABSENCE OF ENDORSEMENT  
GUARANTEED  
SIGNATURE GUARANTEED



===== L 1 [REDACTED] 2 B =====

One-dollar postage stamp

For and in consideration of sum certain one dollar lawful currency [REDACTED] 2B, one-dollar silver coin in hand-held, and one canceled one-dollar stamp of the country The United States of America and of the general post-office thereof well and truly paid, tendered and returned by grantee, a private American Citizen national of the United States and private resident of county [REDACTED], [REDACTED] within a non-military occupied private estate, outside a "Federal Zone" and not subject to the jurisdiction of the "United States" for the property described in "Deed of Conveyance of Personal Property":

All suretyship, obligations, oaths, expressed or implied, for " [REDACTED]" and for "taxpayer" " [REDACTED] L SS [REDACTED] Bond No. [REDACTED] issued [REDACTED] ab initio [REDACTED] along with all its liabilities, debts, liens, levies and other encumbrances or forbearances derived thereof, but excluding assets, funds, interest, escheat, legacy, or their transmutations.

(mark and impression)

[REDACTED]  
[REDACTED] [REDACTED] [REDACTED], private citizen Grantee/Agent without recourse of/for/to obligee, principal and surety STATE OF [REDACTED] issued organization named [REDACTED] P [REDACTED] SO [REDACTED] file # 1 [REDACTED] [REDACTED] [REDACTED].

(a signed designated copy of this page shall serve as a receipt to grantee)

Designated Receipt / 2021

## **Annex B**

### **Identification of Grantee Registered Organization**

3 Pages to follow attached herewith and made apart hereto.

1. True and correct copy of Certificate by Secretary of State of the United States of America
2. True and correct copy of Certificate by Secretary of State of [REDACTED]
3. True and correct copy of Certified copy of "CERTIFICATION OF BIRTH" [REDACTED]  
[REDACTED], FILE # [REDACTED]

Attached herewith following.



# United States of America



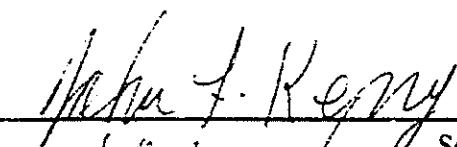
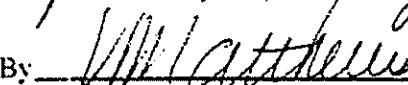
## DEPARTMENT OF STATE

*To all to whom these presents shall come, Greetings:*

I Certify That the document hereunto annexed is under the Seal of the Secretary of State of the State(s) of [REDACTED] and that such Seal(s) is are entitled to full faith and credit.\*

*\*For the contents of the annexed documents the Department assumes no responsibility  
This certificate is not valid if it is removed or altered in any way whatsoever*

In testimony whereof, I, John F. Kerry, Secretary of State, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this fourteenth day of March, 2015.

  
\_\_\_\_\_  
By   
\_\_\_\_\_  
Secretary of State  
Assistant Authentication Officer,  
Department of State

*Issued pursuant to CHXIV, Statute of  
Sept. 15, 1789, 1 Stat. 68-69; 22  
USC 2657; 22 USC 2651a; 5 USC  
301; 28 USC 1733 et. seq.; 8 USC  
1443(j); RULE 44 Federal Rules of  
Civil Procedure.*

United States of America  
State of [REDACTED]  
Office of the Secretary of State

I, [REDACTED], Secretary of State, do hereby certify that I am the duly elected, qualified and acting Secretary of State of the State of [REDACTED] and I further certify that [REDACTED]

is the duly appointed, State Registrar, Vital Statistics Division, Department of Health, for the State of [REDACTED]. She is the custodian of the records of Vital Statistics, and that she is the proper official to make said attestation, which is in due form; and that her official acts are entitled to full faith and credit.

This certification certifies only the authenticity of the signature of the official who signed the document, the capacity in which that official acted, and where appropriate, the identity of the seal or stamp, which the document bears. This certification does not imply that the contents of the document(s) are correct, nor that they have the approval of this office.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official Seal of the Secretary of State of [REDACTED] at [REDACTED], this 10th day of [REDACTED]

[REDACTED]  
Secretary of State

VERIFY PRESENCE OF  WATERMARK HOLD TO LIGHT TO VIEW  
STATE OF [REDACTED]  
OFFICE OF VITAL STATISTICS

CERTIFICATION OF BIRTH

STATE FILE NUMBER

DATE RECORD FILED [REDACTED]

NAME

DATE OF BIRTH

SEX

Male

BIRTHPLACE

FATHER'S NAME

MOTHER'S NAME

[REDACTED]

MAIDEN NAME

FATHER'S BIRTHPLAC

MOTHER'S BIRTHPLACE

Note:

This is a true certification of the name and birth facts as recorded in  
the Office of Vital Statistics, [REDACTED] Witness my  
signature and seal of the Department of Health this 30 day of  
January, 2014

[REDACTED]

State Registrar of Vital Statistics

CENTRAL LOCATION

REV. 6-2009

I WROTE A LETTER TO SHOW THAT I MAILED \$1 TO U.S. TREASURY  
BY RE MAIL WITH SSN CARD — SEPARATE \$1 BILL

## Annex C

### Bill of Sale



I, the grantee/seller [REDACTED] a private citizen of the United States, privately residing at [REDACTED] whose mailing location is in care of [REDACTED], Street [REDACTED], hereby certify that I am the lawful owner, previous grantee for lawful deposit of one-dollar postage stamp, **ONE DOLLAR** [REDACTED] 2014 via US Post Office No. [REDACTED] of the property issued by the Social Security Administration described herein **Property Description** "All suretyship, obligations, oaths, expressed or implied, for [REDACTED]" and for "taxpayer" "[REDACTED]" [REDACTED] SSN [REDACTED] Bond No. [REDACTED] issued [REDACTED] along with all its liabilities, debts, liens, levies and other encumbrances or forbearances derived thereof, but excluding assets, funds, interest, escheat, legacy, or their transmutations" ("Property"), and possess the lawful right to bargain sell it. I hereby acknowledge the receipt of the sum certain tender amount of lawful specie in **Annex A**, from Grantee/Buyer Authorized Agent [REDACTED] whose authority is expressed by **Annex B** whose executive and principal location is The State of [REDACTED] office of the chief executive described in **Annex E** as full payment for the purchase of said Property. I do hereby grant, sell and transfer full ownership of this Property. I, Grantor/Seller, will NOT be held responsible for such lawful claims and demands with respect to the **Property Description**, if any.

Grantee/Buyer accepts full liability for the Property and any third party liability incurred from the Property from this date of sale.

[REDACTED]  
Mark of Intent of Seller/Grantor

[REDACTED]  
Date [REDACTED]

[REDACTED]  
Mark of Intent of Buyer/Grantee's Agent Date [REDACTED]

[REDACTED]  
Grantee is identified in **Annex B** and **Annex E**



## Annex D

### Receipt Issued by Grantor/seller

c/o [REDACTED]

For sufficient lawful consideration paid in **Annex A**.

Date:

Receipt issued by Grantor/Seller to [REDACTED] Grantee/Buyer. Note: a designated copy of **Annex A** shall operate additionally as a receipt.

To Grantee/buyer: [REDACTED] *Agent, without recourse of*

[REDACTED]  
C/O Principal-CEO of State of [REDACTED],

[REDACTED] Q [REDACTED] 20<sup>th</sup> El [REDACTED]

[REDACTED]

Signed: [REDACTED] Grantor/seller.

GAC - Absolute Deed

**Annex E**  
**Secretary of State Registered Owner Record**

Attached herewith following.

Office of the

Secretary of State  
Certificate of Assumed Name



## Filing Summary

**Business Type:**  
Assumed Name

**MN Business Name:**  
SAMUEL KALEB BRASHEAR

**Product Ordered:**  
Original Filing - Assumed Name \$50.00

## Filing Details

### Nameholder(s)

Brashear, samuel kaleb  
C/O Agent, 192 South Old Potato Road  
Paige, Texas [78659]  
united States of America  
RE858677715US-02 .XXX  
C/O 192 South Old Potato Road  
Paige, Texas [78659]  
united States of America  
Monroe, april rachelle  
C/O 192 South Old Potato Road  
Paige, Texas [78659]  
united States of America

### Principal Place of Business

C/O CEO of the State of Texas  
1100 San Jacinto Blvd  
Austin, TX 78701  
USA

### Mailing Address

C/O Agent, 192 South Old Potato Road  
Paige, Texas [78659]  
united States of America

Digital signature  
"by: skb agent without recourse/prejudice"

### Email Address for Official Notices

kbrashear@eliteceu.com  
Address excluded from bulk data requests to the extent  
allowed by Minnesota state law.

## Delivery

### Delivery:

Contact:  
Kaleb Brashear  
Email:  
kbrashear@eliteceu.com  
Phone: Page 70 of 97, 5/9  
5129474953

## Table of Authorities (“TOA”)

The Bible Standard King James.

Equity Jurisprudence Vol. I-V 1905 By John Norton Pomeroy, Jr.

Suits In Chancery 2<sup>nd</sup> Edition 1907 By Henry R. Gibson.

A Practical Treatise On The Law Of Trusts Vol. I-II 8<sup>th</sup> Ed. 1888 By Frederick Albert Lewin.

A Treatise On The Law Of Trusts And Trustees, By Jairus Ware Perry 1872.

Gilbert Law Summaries: Trusts 13<sup>th</sup> Ed. 2007 By Edward C. Hallbach, Jr.

A Treatise On Conveyancing & The Law Of Merger, Vol. III By Richard Preston 1829.

Commentaries On Equity Pleadings 10<sup>th</sup> Ed. 1892 By Joseph Story.

Federal Procedure at Law 1908 C.L. Bates.

Federal Equity Procedure, Suits in Equity 1901 C.L. Bates

General Rules of the Supreme Court of the United States 1884 Samuel A. Blatchford.

### Maxims of Equity

*Equity Regards Done What Ought To Be Done.*

*Equity Shall Not Suffer A Wrong To Be Without A Remedy.*

*Equity Acts Specifically, And Not By Way Of Compensation.*

*When Chancery Has Jurisdiction For One Purpose, It Will Take Jurisdiction For All Purposes.*

*Equity Delights In Equality.*

*Equity Imputes An Intent To Fulfill An Obligation.*

*Equity Delights To Do Complete Justice, And Not By Halves.*

*Equity Acts In Personam.*

*Equity Abhors A Forfeiture.*

*Equity Does Not Require An Idle Gesture.*

*Equity Shall Take Jurisdiction To Avoid A Multiplicity Of Suits.*

*Equity Follows The Law.*

*Equity Shall Not Allow A Statute To Be Used As A Cloak For Fraud.*

*Equity Will Undo What Fraud Has Done.*

*Equity Shall Not Allow A Trust To Fail For Want Of A Trustee.*

*Equity Looks To The Intent Rather Than To The Form.*

*Equity Requires Diligence, Clean Hands And Good Faith.*

*Equity Regards The Beneficiary As The Real Owner.*

*Equity Will Not Aid A Volunteer.*

*Equity Will Not Perfect An Imperfect Gift.*

*Equity Comes To The Aid Of The Legally Disabled.*

*Superior Equity Shall Always Prevail; Where There Are Equal Equities The Law Shall Prevail, Otherwise Priority Shall Prevail.*

*Haeredem Deus facit, non homo.* God and not man, make the heir.

Haeres est eadem persona cum antecessore. The heir is the same person with the ancestor.

*In restitutionem, non in paenam haeres succedit.* The heir succeeds to the restitution not the penalty.

The heir and his ancestor are one and the same person. That is, one in right, the heir succeeding to the rights of his ancestor, just as the king never dies

### **Notice of Conflict or Variance of Law**

In the event of conflict between this and any previous recorded documents, the statement and Claims in this Declaration shall be determined to be My correct facts on the matter. My rights as a private citizen are in jeopardy, and are of those classes, rooted in a lofty Christian morality, which the written constitution for the United States of America either confers or has taken under its protection and no adequate remedy for their enforcement is provided by the forms and proceedings purely legal, and modes of acquiring jurisdiction martial in character, the same necessity invokes and justifies, in cases to which its remedies can be applied, that jurisdiction in equity vested by the written **constitution for the United States of America**, and which cannot be affected by the legislation of the emergency provisional congress, the states or agencies who are subject to the laws of the emergency "United States" in the District of Columbia. In the event the interpretation of words, doctrines, ideas, principles and laws are in conflict, then the interpretations shall be governed by that of English Chancery ratified by the Judiciary Act of 1789, next, Chancery Division of the "supreme court of the United States" in paragraph one of June 19, 1934 of the 73<sup>rd</sup> Congress Sess II CHS 651, 652 (Public Law No. 415), which rights, are later left untouched by the supreme court in their passage of specifically only "**SEC 2**" in 1934, and American Equity Jurisprudence circa A.D. 1776 which protection arises under My country governed by the written "**We The People**" "**The Constitution for the united States of America**" Art. III, Sect. 2, subd. 1, Maxims of Equity listed in **Annex Six**, and private trust law: equity shall always prevail! Take Notice hereby that the primary equitable rights expressed herein are not cognizable at law, much less by martial modes of acquiring jurisdiction, and thus *i am* without a speedy, nor adequate and complete remedy at law and therefore there arises a conflict or variance of the rules of law over subject matter of the State of Iowa/Maple county issued registered organizations "John Henry Doe" and "JOHN HENRY DOE" respectively, in relation to My private citizenship. Said conflict is governed by the Judiciary Act 1789 in its §11, §16 & §20 and also by import of England's High Court of Judicature Act of 1873 Amended 1875 both of which are attached hereto by reference (as well as stated by the Supreme Court of Minnesota (Dunnell's 1910 §3140)) "when there is a conflict between the rules of equity and the rules of the common law over the same subject matter the rules of equity shall prevail" to the exclusion of generally Roman Civil law or Roman Equity *du jour*, statutes and codes or international law or military doctrine by applying the maxim "*Inclusio unius est exclusio alterius.*"

As a private American Citizen National party to the organic unimpeachable written "**The Constitution for The united States of America**", as Amended 15 December A.D. 1791 (hereinafter "My Constitution"), said original root organic *de jure* Land jurisdiction of the union "The United States of America" by My country's written **Articles of Confederation** as ratified by all thirteen original states A.D. 1781 hereinafter said written constitution and articles are collectively referred to throughout this document as "said USA", as stated herein this Notice by Declaration herein is to express succinctly with specificity and particularity My Legal and Equitable Nature and Character, Political wishes, intent, will, purpose and conscience. *i do not* voluntarily surrender any part of My sovereignty or Liberties to any non-Republican *de facto* provisional "emergency" martial or municipal government, or international military law of occupation by operation of law or otherwise

and instead at all times *i* receive the civilian due process protections of My country's adopted written "The Constitution for The united States of America, as Amended A.D. 1791," without waiver of Article I, Sec. 8, constitutionally limited grant of Powers, on relation to the sovereign Territory of the several member union States **of the country of The United States of America**, AD. 1791; and therefore, *i* am to be self-governing in the words within in My nation's original executed Bill in Chancery genesis root written title "IN CONGRESS, July 4, 1776. The unanimous Declaration of the thirteen united States of America" A.D. 1776 "under the Laws of Nature and Nature's God" now in it's glorious two hundred and fortieth year of our Lord Jesus the Christ Advocate My wonderful Counselor.

**Hear Ye Hear Ye Hear Ye, Notice of Disclaimer of Trusteeship**

That *i, john-henry*, WHEREAS according to trust expert and published modern master of trust law John C. Hallbach, Jr. (and Albert Lewin 1888 "Law of Trusts" in TOA) states that a trust arrangement cannot be forced upon anyone designated trustee, and WHEREAS one who has not previously accepted a trust or contracted in advance to do so can disclaim and refuse appointment as trustee for any reason (or for no reason) whatsoever (TOA: Hallbach §149, also see TOA: Lewin, Part II, The Trustee, Chapter XI, pages 270-278), and WHEREAS a sole trustee and sole beneficiary are one and the same person, the result is a merger of legal and equitable titles, defeating the trust and creating a fee simple in the person (TOA: Hallbach §159; Lewin §196), and WHEREAS no particular words are required to form a trust, nor is it essential that any of the parties involved know or understand that the intended relationship is a "trust," if an effective transfer has been made, a valid trust exists even if the trustee is not aware of it (TOA: Hallbach §66, §274) and WHEREAS an implied trust arrangement requires an implied trustee must also therefore, logically, also require an implied Grantor/Settlor/Administrator or implied Executor and that said implied trustors can be any government agency, corporation, legal fiction or judicial officer in the public and WHEREAS any implied trust relation can be established as *inter vivos* **TAKE FURTHER NOTICE** that, *i, Doe, john henry*, HEREBY **do hereby notice all persons and men worldwide of my express disclaimer of all implied and voluntary quasi-trusteeships and registered agency in character and in nature to artificial persons without my express acceptance and valid transfer or receipt of *res* or sufficient consideration under the rules of American exclusive equity for the State of Ohio Registered Organizations names including but not limited to "John Henry Doe" or "JOHN HENRY DOE," "HENRY H. DOE", "JOHN R DOE," or "John R. Doe" and any other legal derivations; that said disclaimer relates back to the first instance 31 May 1968 in law or implied acceptance, acquiescence and/or conduct without express written consent**, whichever is sooner, due to, including but not limited to a) any voluntary implied/express trusteeship or registered agency to an artificial person is now merged and extinguished by private equitable nature of the relationship of confidence by me, the Cestui Que of same subject matter Registered Organizations, b) based what is written on my heart, c) it is my wish, d) good conscience, e) good reason, f) the failure of complete and clear disclosures to *Me*, g) the failure of a valid transfer/receipt of *res* or sufficient consideration to *Me*, h) mistake, error or accident due to the disability of my legal capacity either as a ward, infant, and/or incompetent by which my parents and *I* could avail *Myself* of my rights and options that equity requires in good faith dealings, I) absence of a *de jure* legal capacity within the current temporary provisional emergency martial due process of the current public legal system, j) biblical principles admonish *me* from being a surety for a stranger.

# United States of America



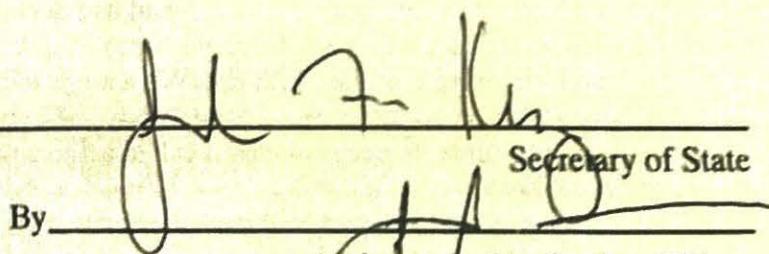
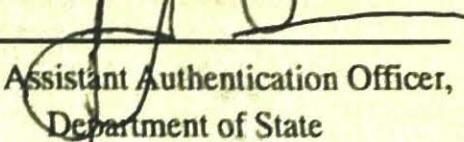
## DEPARTMENT OF STATE

*To all to whom these presents shall come, Greetings:*

I Certify That the document hereunto annexed is under the Seal of the Secretary of State of the State(s) of New Jersey, and that such Seal(s) is/are entitled to full faith and credit.\*

*\*For the contents of the annexed document, the Department assumes no responsibility  
This certificate is not valid if it is removed or altered in any way whatsoever*

In testimony whereof, I, John F. Kerry, Secretary of State , have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Assistant Authentication Officer, of the said Department, at the city of Washington, in the District of Columbia, this second day of March, 2015.

  
\_\_\_\_\_  
By \_\_\_\_\_   
\_\_\_\_\_  
Secretary of State  
Assistant Authentication Officer,  
Department of State

*Issued pursuant to CHXIV, State of Sept. 15, 1789, 1 Stat. 68-69; 22 USC 2657; 22 USC 2651a; 5 USC 301; 28 USC 1733 et seq.; 8 USC 1443(f); RULE 44 Federal Rules of Civil Procedure.*

## BC CASE TIMELINE

July 2011 HJHW contacted me with regards to a Small Claims issue that the CIBC had taken out with him. His explanation to me at the time is that the bank had filed a small claims court issue that the bank was trying to enforce a Default order on him. He got a transcript of the default (in chambers) hearing. He had never heard of that before but he could not understand that the defense to the matter had been filed and served. It was about a week before he got the Transcript of the in chambers hearing along with a recording of the whole proceeding. In the recording there was a point where the Lawyer Swore an oath that the defendant had filed a defense and failed to respond to notice. Justice asked if the defendant was served and the lawyer said yes and stated the address that the defendant was served at. It was an old address on their file that had not been used for 2 years and all other documents were served at his real address for service (that on record at the court). The justice ordered judgment on the oath of the lawyer.

HJHW and myself got together on Skype to discuss the case. We had both been watching and studying Dean Clifford recordings and discussions regarding trust-like arguments. Not knowing much about trusts I had done some extra research regarding trusts and started learning about the terminology. I instructed HJHW on how to file a motion to remove default judgment on the grounds that Service was improperly executed. The fact that both the bank and the lawyer both knew or should have known the proper address for service as it was on every other document filed in the case.

HJHW filed the motion August 12, 2011. It consisted of the complaint of the fact that the wrong address was used to get the default in order to obtain judgment. He also claimed that as Grantor and Beneficiary of the resultant trust with the case (since no trust had been expressed) as well as the resultant trust with the bank that constituted the loan that the default and judgment were unconscionable. Date for the motion was granted for the September 28, 2011.

HJHW attended the hearing on September 28, 2011. Made his argument and was granted the withdrawal of the judgment and default and a date was set for trial March 13, 2011. I knew this was going to be his opportunity to rectify the situation in a more positive manner. I got into the in-depth research and started looking for ways to ensure that he had his day in court properly and I had the sense that Equity was the way. In my research I found small tidbits on how to set up trusts and the like. In the meantime I got involved with someone I'll call Metatruth. He had a situation with traffic and I was helping him set up his paperwork (as I understood it should be at the time). I worked with metatruth for a while (December to January) and Early February he introduced me to another person he was working with consolatodelmare and said he wasn't sure but he was working on things that seemed like what we were doing or very similar to it. When we had had a few discussions with consolatodelmare I knew that this was the answer.

March 5, 2012 I contacted [REDACTED] and had documents and reference materials sent to me and got right to work. I send Copies of Everything to HJHW and we immediately got into the research and the research started to correlate with HJHW's actions to this point so we fashioned an Equitable pleading from the Gibson book "A Treatise on Equity". Every single line placed in the pleading was backed up with line by line references in what I called a Table of Authorities with page # article # and the full text from the book.

With regard to the SOI and NOI we had trouble discerning what that was in the beginning and decided

to leave that till later. I believed that both his statements on the record and his previous filings had showed the intent to form a trust. For the moment I suggested that we work on the pleadings. Gibson's book was extremely explicit in how to do this. To follow will be the details on the pleading documents.

March 8, 2011 Equitable pleading entered into the record with a Notice of Interest in specific property to be determined in private, confidential manner as the court may see fit.

March 9 2012 Entry into the file Notice of Indenture re: Court File. #####

March 13 2012 Hearing 10:00 AM

Case called at 10:47 am. The following is the objections as they were recorded by hand.

#### Table of Exceptions

11:08 Objection: Plaintiff cannot bring up default judgement and noting in default that has been overturned.

Grounds: prejudice to the defendant the intention of being overturned is to start over.

Response of Justice: overruled plaintiff may continue.

11:13 Objection: Plaintiff cannot use defective service to re-instate default after default overturned on same grounds.

Grounds: Already ruled defective in hearing to set aside default and judgment. Already deemed prejudicial in previous hearing.

Result: Overruled, plaintiff may continue.

11:25 Objection: Plaintiff cannot infer that defendant is lying without proof which constitutes a writing and some evidence of Intent.

Grounds: Hearsay, prejudicial statements made without proof or any form of evidence.

Response: overruled, please leave your objections for your response in your turn to speak in your defense.

11:27 Objection: Defense has the right to object to issues it sees as prejudicial to the proceedings in the proper time.

Grounds: Basic right to object in time. He who sleeps on his rights has none.

Response: Granted, but keep them to a minimum.

→ Granted the moment he used "equity maxim" as a grounds.

11:32 Objection: Plaintiff cannot accuse defendant of fraud without proof thereof.

Grounds: Fraud is Odious and should not be presumed.

Response: Overruled Plaintiff is entitled to his opinion. Continue.

11:37 Objection: Plaintiff cannot accuse defendant of fraud without proof thereof.

Grounds: Fraud is Odious and should not be presumed.

Response: Overruled Plaintiff is entitled to his opinion. Continue.

11:42 Objection: Defense requires in chambers conference to present Private Confidential Proprietary information for the court's consideration.

Grounds: Publishing the private confidential proprietary documents into the public record of this hearing defeats the private confidential proprietary nature of the documents and

destroys the intent of the documents.

Response: overruled There is no process At Law for the submission of documents in private. Put them on the record or move on.

11:46 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled You will put the documents into the record or move on.

11: 48 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled You will put the documents into the record or move on.

11: 50 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled You will put the documents into the record or move on or you will be in contempt of court.

11: 53 Objection: The refusal to enter private confidential proprietary documents is prejudicial to the defendant's cause.

Grounds: The court cannot compel defense to publish private confidential proprietary documents.

Response: overruled I don't know what type of game you are playing at, but I assure you I am not playing here. Move on or I will rule against you and enter default and judgment.

11: 55 Objection: Default and Judgment are unconscionable and prejudicial to the defendant's cause.

Grounds: Refusal of the court to hear all the evidence.

Response: Defendant has by refusing to enter documents into the record is acting contemptuous and combative and is seen as an attempt to thwart the case of justice.

11: 57 Objection: Default and Judgment are unconscionable and prejudicial to the defendant's cause.

Grounds: Refusal of the court to acknowledge a Cause.

Response: Clear the court. Session is over. Bailiff clear the court.

HJHW went to lunch at a restaurant nearby and wrote the Table of exceptions and a copy of the Equitable pleading. Filled out the form for an appeal and wrote the word URGENT on the document. He went to the Registrar and attempted to file the documents. She said she could not accept it as presented. He asked how he could make it acceptable. She said to write SPECIAL CAUSE across the top. She also stated that he needed a transcript with the appeal. She suggested to order 3 copies of the transcript and she would add it and stamp one copy with filed when ready. She then stated that the earliest date was April 3, 2012 and that she would move two non-urgent appeals to make room for his cause. He agreed to the date.

\*\*\*One thing to note here is the Term **SPECIAL CAUSE**. A case (even a special one) would require Leave of the Court for appeal. He would have had to set a date to have the appeal heard as to the ground and then if they agreed he had grounds he would have a “new Trial” so where would that “new Trial” be? I bet it would default to an At Law court. Although, I believe that one could file an Equitable pleading in that “new Trial” and explore that, I would prefer to supersede that with a **SPECIAL CAUSE**. (NOT A SPECIAL CASE).

\*\*\*\* Also to look up in either Black's Law dictionary or Bouvier's law dictionary or both the terms **Private, Confidential and Proprietary** to find out if the exact reason for the Closed Hearing of the contents of the Cause (other than the injunction against publication).

April 3, 2012 10:00AM Date of the court. HJHW was caught off guard (so was the Lawyer for CIBC) since the chancellor made his opening statements and proceeded to HJHW for him to state his cause. HJHW then stated that he could not proceed until he could present his “evidence” in chambers to support his requested Relief of an injunction of publication of the Private, Confidential, Proprietary documents that make up the bulk of the proof of his cause. The Chancellor agreed to the In Chambers meeting to review the evidence. In spite of the objection of the CIBC Lawyer.

10:14 am In chambers The Chancellor asked him what evidence that it was that was Private, Confidential, and Proprietary and he produced the **Statement of Indenture on the Case**, Identified by the At Law Case # (the res) and the Beneficiary and Settlor was declared to be himself and the purpose was “To settle any and all claims for and against the Beneficiary” and to have the “Trustees” Return the res to the Beneficiary. The Stated Intent was same as the purpose. The Chancellor looked at his **Indenture** and Asked him if that was the only trust he saw. He replied “No, I see two other Resultant trusts – one with the CIBC and one with the Lawyer.” The Chancellor asked him “Why do I not see any declared trustee?” HJHW quickly replied “I ran out of time to do the research as to who the correct Trustees would be and what their duties would be, but The Court will not let a Trust Fail for Lack of trustee, and turned to the table of authorities of the SOI and pointed that out by Quote of Gibson and a Quote of Story. The chancellor looked at the transcript of the At Law Case and then looked through all the paperwork and at length looked up and Asked the Lawyer “Do you have your Law Society Card?” The Lawyer presented it. He then asked the **Bank Manager** “Is the CIBC a Chartered Bank, and do you have your bank Identification?” The bank manager replied yes to both inquiries. And the bank manager presented the Identification. He returned the Identification cards to the respective parties. The chancellor then turned to HJHW and Said “Well, Mr. HJHW I think I have sufficiently determined the 3 trusts you so correctly pointed out to me and The trusts both Expressed and Resultant will be recognized and adhered to. As for the Trustees Mr. xxxxxxxxxxxx here lawful officer of the court is Trustee for the Expressed Trust and one Resultant trust. Mr. xxxxxxxxxxxx from the CIBC bank is trustee for one resultant trust for hiring Mr. xxxxxxxxxxx for Legal Counsel and the sole trustee by representation for the Chartered bank CIBC. Much to the vexatious protestations of the CIBC lawyer and bank manager. The Chancellor Recessed till 12:30 PM (for 45 minutes). ←

12:30 PM Chancellor: All parties to the cause are present. As to the first prayer for relief – an injunction against publication of Private, Confidential, Proprietary information and documentary evidence I hereby issue the decree that this relief has been granted on proper grounds and in keeping with good reason good conscience.

1:50 PM Court Session ends and HJHW hand writes out a bill of exceptions. Files it with Clerk. As follows.

**BOOM! WIN! BINGO!**

**Bill of Exceptions**

The theory at the time was that the filing of the blank bill of exceptions would signify that the Beneficiary was satisfied that All the Issues were settled. Also the failure of the trustees to file a bill of exceptions (no matter how much he objected or protested in the hearing) Acquiesced that all the issues had been settled.

10:55 AM HJHW arrives at the court house to retrieve the Decrees. The Clerk greets him by name and states that the decrees are ready. His honor has also signed the Bill of Exceptions. Upon review of the decrees he finds a public decree stating the Injunction for the publication of private, confidential, proprietary information as stated at the start of the session. The statement then followed by 14 pages of blank pages. Then a final page that stated as follows.

So Decree his Excellency, \_\_\_\_\_ the Chancellor.

[ the printed name of the chancellor and the signature of the chancellor on a line underneath and the Seal of The Court. ]

The Second Set of papers Set out the settlement, terms, reasons, etc with similar markings and signatures. That, by the way, totaled in their entirety 14 pages.

CHAP. 231.—An Act To codify, revise, and amend the laws relating to the judiciary.

March 3, 1911.  
[S. 7031.]

[Public, No. 475.]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the laws relating to the judiciary be, and they hereby are, codified, revised, and amended, with title, chapters, head-notes, and sections, entitled, numbered, and to read as follows:*

Judicial Code.

## TITLE.

### THE JUDICIARY.

#### CHAPTER ONE.

##### DISTRICT COURTS—ORGANIZATION.

District courts, organization.

Sec.

1. District courts established; appointment and residence of judges.
2. Salaries of district judges.
3. Clerks.
4. Deputy clerks.
5. Criers and bailiffs.
6. Records; where kept.
7. Effect of altering terms.
8. Trials not discontinued by new term.
9. Court always open as courts of admiralty and equity.
10. Monthly adjournments for trial of criminal causes.
11. Special terms.
12. Adjournment in case of nonattendance of judge.
13. Designation of another judge in case of disability of judge.
14. Designation of another judge in case of an accumulation of business.

Sec.

15. When designation to be made by Chief Justice.
16. New appointment and revocation.
17. Designation of district judge in aid of another judge.
18. When circuit judge may be designated to hold district court.
19. Duty of district and circuit judge in such cases.
20. When district judge is interested or related to parties.
21. When affidavit of personal bias or prejudice of judge is filed.
22. Continuance in case of vacancy in office.
23. Districts having more than one judge; division of business.

District courts.  
R. S., sec. 551, p. 93.  
Judge for each district.  
Additional for desig-  
nated States.

Vol. 34, p. 1258; Vol.  
33, p. 995; *Ante*, p. 201.  
Vol. 32, p. 795; Vol. 34,  
p. 997; Vol. 33, p. 987.  
Vol. 31, p. 726; Vol. 34,  
p. 928; *Ante*, p. 202.  
Vol. 35, p. 646; Vol. 33,  
p. 155; Vol. 35, p. 656;  
Vol. 35, p. 686; Vol. 32,  
p. 805; Vol. 34, p. 202;  
Vol. 35, p. 685.

*Proviso.*  
Maryland senior  
judge.  
*Ante*, p. 201.  
Service in two districts.  
R. S., sec. 552, p. 93.

Alabama.  
Vol. 24, p. 213.

Residence required.

Pay of judges.  
Vol. 32, p. 825.

Clerks.  
R. S., sec. 555, p. 93.

Deputy clerks and  
tenure.  
R. S., sec. 558, p. 94.

SEC. 1. In each of the districts described in chapter five, there shall be a court called a district court, for which there shall be appointed one judge, to be called a district judge; except that in the northern district of California, the northern district of Illinois, the district of Maryland, the district of Minnesota, the district of Nebraska, the district of New Jersey, the eastern district of New York, the northern and southern districts of Ohio, the district of Oregon, the eastern and western districts of Pennsylvania, and the western district of Washington, there shall be an additional district judge in each, and in the southern district of New York, three additional district judges: *Provided*, That whenever a vacancy shall occur in the office of the district judge for the district of Maryland, senior in commission, such vacancy shall not be filled, and thereafter there shall be but one district judge in said district: *Provided further*, That there shall be one judge for the eastern and western districts of South Carolina, one judge for the eastern and middle districts of Tennessee, and one judge for the northern and southern districts of Mississippi: *Provided further*, That the district judge for the middle district of Alabama shall continue as heretofore to be a district judge for the northern district thereof. Every district judge shall reside in the district or one of the districts for which he is appointed, and for offending against this provision shall be deemed guilty of a high misdemeanor.

SEC. 2. Each of the district judges shall receive a salary of six thousand dollars a year, to be paid in monthly installments.

SEC. 3. A clerk shall be appointed for each district court by the judge thereof, except in cases otherwise provided for by law.

SEC. 4. Except as otherwise specially provided by law, the clerk of the district court for each district may, with the approval of the district judge thereof, appoint such number of deputy clerks as may be

## CHAPTER Two.

Chapter 2.

## DISTRICT COURTS—JURISDICTION.

District courts, jurisdiction.

Sec.

24. Original jurisdiction.  
 Par. 1. Where the United States are plaintiffs; and of civil suits at common law or in equity.  
 2. Of crimes and offenses.  
 3. Of admiralty causes, seizures, and prizes.  
 4. Of suits under any law relating to the slave trade.  
 5. Of cases under internal revenue, customs, and tonnage laws.  
 6. Of suits under postal laws.  
 7. Of suits under the patent, the copyright, and the trade-mark laws.  
 8. Of suits for violation of interstate commerce laws.  
 9. Of penalties and forfeitures.  
 10. Of suits on debentures.  
 11. Of suits for injuries on account of acts done under laws of the United States.  
 12. Of suits concerning civil rights.  
 13. Of suits against persons having knowledge of conspiracy, etc.  
 14. Of suits to redress the deprivation, under color of law, of civil rights.

Sec.

24. Original jurisdiction—Continued.  
 Par. 15. Of suits to recover certain offices.  
 16. Of suits against national banking associations.  
 17. Of suits by aliens for torts.  
 18. Of suits against consuls and vice-consuls.  
 19. Of suits and proceedings in bankruptcy.  
 20. Of suits against the United States.  
 21. Of suits for the unlawful inclosure of public lands.  
 22. Of suits under immigration and contract-labor laws.  
 23. Of suits against trusts, monopolies, and unlawful combinations.  
 24. Of suits concerning allotments of land to Indians.  
 25. Of partition suits where United States is joint tenant.  
 25. Appellate jurisdiction under Chinese-exclusion laws.  
 26. Appellate jurisdiction over Yellowstone National Park.  
 27. Jurisdiction of crimes on Indian reservations in South Dakota.

**SEC. 24.** The district courts shall have original jurisdiction as follows:

First. Of all suits of a civil nature, at common law or in equity, brought by the United States, or by any officer thereof authorized by law to sue, or between citizens of the same State claiming lands under grants from different States; or, where the matter in controversy exceeds, exclusive of interest and costs, the sum or value of three thousand dollars, and (a) arises under the Constitution or laws of the United States, or treaties made, or which shall be made, under their authority, or (b) is between citizens of different States, or (c) is between citizens of a State and foreign States, citizens, or subjects. No district court shall have cognizance of any suit (except upon foreign bills of exchange) to recover upon any promissory note or other chose in action in favor of any assignee, or of any subsequent holder if such instrument be payable to bearer and be not made by any corporation, unless such suit might have been prosecuted in such court to recover upon said note or other chose in action if no assignment had been made: *Provided, however,* That the foregoing provision as to the sum or value of the matter in controversy shall not be construed to apply to any of the cases mentioned in the succeeding paragraphs of this section.

Second. Of all crimes and offenses cognizable under the authority of the United States.

Third. Of all civil causes of admiralty and maritime jurisdiction, saving to suitors in all cases the right of a common-law remedy where the common law is competent to give it; of all seizures on land or waters not within admiralty and maritime jurisdiction; of all prizes brought into the United States; and of all proceedings for the condemnation of property taken as prize.

Original jurisdiction.  
 R. S., secs. 563, 629,  
 pp. 94, 110.  
 Suits brought by  
 United States.

Under grants from  
 different States.

Under United States  
 laws.  
 Citizens of different  
 States.  
 With foreign States,  
 etc.  
 Restriction on prom-  
 issory notes.

Proviso.  
 Exceptions.

Crimes and offenses.

Admiralty and mar-  
 itime cases.

## CHAPTER THIRTEEN.

## GENERAL PROVISIONS.

Chapter 13.

General provisions.

Sec.

289. Circuit courts abolished; records of to be transferred to district courts.  
 290. Suits pending in circuit courts to be disposed of in district courts.  
 291. Powers and duties of circuit courts imposed upon district courts.  
 292. References to laws revised in this act deemed to refer to sections of act.

Sec.

293. Sections 1 to 5, Revised Statutes, to govern construction of this act.  
 294. Laws revised in this act to be construed as continuations of existing laws.  
 295. Inference of legislative construction not to be drawn by reason of arrangement of sections.  
 296. Act may be designated as "The Judicial Code."

SEC. 289. The circuit courts of the United States, upon the taking effect of this Act, shall be, and hereby are, abolished; and thereupon, on said date, the clerks of said courts shall deliver to the clerks of the district courts of the United States for their respective districts all the journals, dockets, books, files, records, and other books and papers of or belonging to or in any manner connected with said circuit courts; and shall also on said date deliver to the clerks of said district courts all moneys, from whatever source received, then remaining in their hands or under their control as clerks of said circuit courts, or received by virtue of their said offices. The journals, dockets, books, files, records, and other books and papers so delivered to the clerks of the several district courts shall be and remain a part of the official records of said district courts, and copies thereof, when certified under the hand and seal of the clerk of the district court, shall be received as evidence equally with the originals thereof; and the clerks of the several district courts shall have the same authority to exercise all the powers and to perform all the duties with respect thereto as the clerks of the several circuit courts had prior to the taking effect of this Act.

SEC. 290. All suits and proceedings pending in said circuit courts on the date of the taking effect of this Act, whether originally brought therein or certified thereto from the district courts, shall thereupon and thereafter be proceeded with and disposed of in the district courts in the same manner and with the same effect as if originally begun therein, the record thereof being entered in the records of the circuit courts so transferred as above provided.

SEC. 291. Wherever, in any law not embraced within this Act, any reference is made to, or any power or duty is conferred or imposed upon, the circuit courts, such reference shall, upon the taking effect of this Act, be deemed and held to refer to, and to confer such power and impose such duty upon, the district courts.

SEC. 292. Wherever, in any law not contained within this Act, a reference is made to any law revised or embraced herein, such reference, upon the taking effect hereof, shall be construed to refer to the section of this Act into which has been carried or revised the provision of law to which reference is so made.

SEC. 293. The provisions of sections one to five, both inclusive, of the Revised Statutes, shall apply to and govern the construction of the provisions of this Act. The words "this title," wherever they occur herein, shall be construed to mean this Act.

SEC. 294. The provisions of this Act, so far as they are substantially the same as existing statutes, shall be construed as continuations thereof, and not as new enactments, and there shall be no implication of a change of intent by reason of a change of words in such statute, unless such change of intent shall be clearly manifest.

SEC. 295. The arrangement and classification of the several sections of this Act have been made for the purpose of a more convenient and orderly arrangement of the same, and therefore no infer-

Circuit courts abolished.  
R. S., secs. 605-672,  
pp. 107-124.  
Transfer of all records, etc., to clerks of district courts.

Delivery of moneys.

To become part of files, etc., of district courts.

Powers transferred to district court clerks.

Pending suits to be continued in district courts.

Circuit courts' powers, etc., conferred upon district courts.

References to laws revised in this act.

Construction of words, etc.  
R. S., secs. 1-5, p. 1, 2.

Existing laws continued by this act.

Legislative construction not presumed from arrangement of sections.

## [CHAPTER 651.]

## AN ACT

June 19, 1934.  
[S. 3040.]  
[Public, No. 415.]

To give the Supreme Court of the United States authority to make and publish rules in actions at law.

Supreme Court of  
United States.  
Power to prescribe  
rules in civil actions at  
law.

Rights of litigant.  
Effective date.

Rules in equity and  
law may be united.

Proviso.  
Right of trial by  
jury.

Effective date of  
united rules.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the Supreme Court of the United States shall have the power to prescribe, by general rules, for the ~~district courts of the United States~~ and for the courts of the District of Columbia, the forms of process, writs, pleadings, and motions, and the practice and procedure in civil actions at law. Said rules shall neither abridge, enlarge, nor modify the substantive rights of any litigant. They shall take effect six months after their promulgation, and thereafter all laws in conflict therewith shall be of no further force or effect.

SEC. 2. The court may at any time unite the general rules prescribed by it for cases in equity with those in actions at law so as to secure one form of civil action and procedure for both: *Provided, however,* That in such union of rules the right of trial by jury as at common law and declared by the seventh amendment to the Constitution shall be preserved to the parties inviolate. Such united rules shall not take effect until they shall have been reported to Congress by the Attorney General at the beginning of a regular session thereof and until after the close of such session.

Approved, June 19, 1934.

## [CHAPTER 652.]

## AN ACT

June 19, 1934.  
[S. 3285.]  
[Public, No. 416.]

To provide for the regulation of interstate and foreign communication by wire or radio, and for other purposes.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

Communications Act  
of 1934.

## TITLE I—GENERAL PROVISIONS

Purposes of Act.

## PURPOSES OF ACT; CREATION OF FEDERAL COMMUNICATIONS COMMISSION

Federal Communi-  
cations Commission cre-  
ated.

**SECTION 1.** For the purpose of regulating interstate and foreign commerce in communication by wire and radio so as to make available, so far as possible, to all the people of the United States a rapid, efficient, Nation-wide, and world-wide wire and radio communication service with adequate facilities at reasonable charges, for the purpose of the national defense, and for the purpose of securing a more effective execution of this policy by centralizing authority heretofore granted by law to several agencies and by granting additional authority with respect to interstate and foreign commerce in wire and radio communication, there is hereby created a commission to be known as the "Federal Communications Commission", which shall be constituted as hereinafter provided, and which shall execute and enforce the provisions of this Act.

Application of Act.

## APPLICATION OF ACT

To interstate and  
foreign communica-  
tions; transmission of  
energy by radio.

Persons to whom ap-  
plicable.

**SEC. 2. (a)** The provisions of this Act shall apply to all interstate and foreign communication by wire or radio and all interstate and foreign transmission of energy by radio, which originates and/or is received within the United States, and to all persons engaged within the United States in such communication or such transmission of energy by radio, and to the licensing and regulating of all

## "District Courts of the United States" Supreme Court 1937 from 1934

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1934

73rd Congress Sess II CHS 651, 652. June 19, 1934. [Chapter 651]

[Public, No . 415.]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Supreme Court of the United States shall have the power to prescribe, by general rules, for the district courts of the United States and for the courts of the District of Columbia, the forms of process, writs, pleadings, and motions, and the practice and procedure in civil actions at law. Said rules shall neither abridge, enlarge, nor modify the substantive rights of any litigant. They shall take effect six months after their promulgation, and thereafter all laws in conflict therewith shall be of no further force or effect.*

**SEC. 2** The court may at any time unite the general rules prescribed by it for cases in equity with those in actions at law so as to secure one form of civil action and procedure for both: *Provided, however,* That in such union of rules the right of trial by jury as at common law and declared by the seventh amendment to the Constitution shall be preserved to the parties inviolate. Such united rules shall not take effect until they shall have been reported to Congress by the Attorney General at the beginning of a regular session thereof and until after the close of such session.

Approved, June 19, 1934.

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1937

### ORDERS OF THE SUPREME COURT OF THE UNITED STATES ADOPTING AND AMENDING RULES ORDER OF DECEMBER 20, 1937

It is ordered that Rules of Procedure for the District Courts of the United States be adopted pursuant to **Section 2** of the Act of June 19, 1934, Chapter 651 (48 Stat. 1064), and the Chief Justice is authorized and directed to transmit the Rules as adopted to the Attorney General and to request him, as provided in that section, to report these. Rules to the Congress at the beginning of the regular session in January next. MR. JUSTICE BRANDEIS states that he does not approve of the adoption of the Rules.

paragraph 1 is excluded from SEC 2.

#### My Comments

1. In 1934 Section 1 - "district courts of the United States"
2. In 1934 Section 1 - said rules shall not abridge substantive rights
3. In 1934 Section 1 - all laws in conflict shall be of no further force or effect
4. In 1934 Section 2 - "one form of civil action and procedures for both cases in equity with those actions at law"

1934

73rd Congress Sess II CHS 651, 652. June 19, 1934. [Chapter 651]  
[Public, No . 415.]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the Supreme Court of the United States shall have the power to prescribe, by general rules, for the district courts of the United States and for the courts of the District of Columbia, the forms of process, writs, pleadings, and motions, and the practice and procedure in civil actions at law. Said rules shall neither abridge, enlarge, nor modify the substantive rights of any litigant. They shall take effect six months after their promulgation, and thereafter all laws in conflict therewith shall be of no further force or effect.*

Not the same jurisdiction, lowercase is substantive;  
Capitalized is "occupied military doctrine under EBRA/TWEA passed 1933 -  
100% commercial.

**SEC. 2** The court may at any time unite the general rules prescribed by it for cases in equity with those in actions at law so as to secure one form of civil action and procedure for both: *Provided, however, That in such union of rules the right of trial by jury as at common law and declared by the seventh amendment to the Constitution shall be preserved to the parties inviolate. Such united rules shall not take effect until they shall have been reported to Congress by the Attorney General at the beginning of a regular session thereof and until after the close of such session.*

Approved, June 19, 1934.

How do you know that this isn't the only  
court they made the new rules for?

1937

#### ORDERS OF THE SUPREME COURT OF THE UNITED STATES ADOPTING AND AMENDING RULES ORDER OF DECEMBER 20, 1937

It is ordered that Rules of Procedure for the District Courts of the United States be adopted pursuant to **Section 2** of the Act of June 19, 1934, Chapter 651 (48 Stat. 1064), and the Chief Justice is authorized and directed to transmit the Rules as adopted to the Attorney General and to request him, as provided in that section, to report these Rules to the Congress at the beginning of the regular session in January next. MR. JUSTICE BRANDEIS states that he does not approve of the adoption of the Rules.

Only "SEC. 2" - excludes paragraph 1.

the legislative, executive and judicial powers to be co-extensive with each other, and embraced large classes of cases determinable by the character of the parties, not arising under the constitution, laws, or treaties of the United States, but arising under the local laws of the several states, or under the general principles of the common law, or equity jurisprudence, and involving no federal question. Inasmuch as the formation of a more perfect union, the establishment of justice, and the insuring of **domestic tranquility** were among the chief objects of the constitution, and local jealousies and prejudices were existing evils to be overcome in the attainment of those great ends, it was provided in that instrument that "full faith and credit shall be given in each state to the public acts, records, and judicial proceedings of every other state,"<sup>7</sup> and that "the citizens of each state shall be entitled to all privileges and immunities of citizens in the several states,"<sup>8</sup> and the judicial power of the general government was extended to controversies to which the United States shall be a party, between two or more states, between citizens of different states, between citizens of the same state claiming lands under grants of different states, and between citizens of a state and foreign states, citizens, or subjects.<sup>9</sup> This extension of the judicial power beyond the limits of the axiom of the old political systems was deemed necessary for the harmonious operation of the new government to be established.<sup>10</sup>

**§ 658. Distinction between judicial power and jurisdiction.** There is a clear and radical distinction between judicial power and jurisdiction. Judicial power is a sovereign power, inherent in all nations, and co-ordinate and co-extensive with the legis-

acting only when the subject is submitted to it by a party who asserts his right in the form prescribed by law. It then becomes a case, and the constitution declares that the judicial power shall extend to all cases arising under the constitution, laws and treaties of the United States."

In the *Federalist* it is said; "If there are such things as political axioms, the propriety of the judicial power of a government be-

ing co-extensive with its legislative power, may be ranked among the number. The mere necessity of uniformity in the interpretation of the national laws, decides the question." No. LXXX.

<sup>7</sup> U. S. Const. art. IV, sec. 1.

<sup>8</sup> U. S. Const. art. IV, sec. 2.

<sup>9</sup> U. S. Const. art III, sec. 2; XI art. of Amdt.; *Federalist* Nos. LXXX, LXXXII.

<sup>10</sup> *Federalist* No. LXXX.

lative and executive powers; jurisdiction is the authority vested by law in a judicial tribunal to exercise judicial power in particular classes of cases. The judicial power of the United States is that sovereign power, not inherent in them, but delegated to them in the federal constitution, by which they are able to hear and determine causes and render and execute judgments, between parties, in the classes of cases enumerated in that instrument; and the jurisdiction of the courts of the United States is the authority vested in them, respectively, by the constitution and laws, to exercise judicial power, original or appellate, in the classes of cases committed to them, each, respectively. The power is a sovereign power, but the courts are not sovereign; they are merely the agents and organs of sovereignty, through which the judicial power is exercised. The supreme court was created by and derives its jurisdiction directly from the constitution. The other courts of the system were established by the congress, pursuant to the constitution, and receive their jurisdiction mediately from that instrument.<sup>11</sup>

§ 659. Jurisdiction defined.—The jurisdiction of a court is its authority to hear and determine a case between parties, and to render a judgment or decree and to execute it.<sup>12</sup>

§ 660. Same—Continues until the judgment is satisfied.—Execution.—The jurisdiction of a court is not exhausted by the rendition of judgment, but continues until that judgment shall be satisfied; and the fourteenth section of the original judiciary act which gives the courts of the United States power to issue all writs "which may be necessary to the exercise of their respective jurisdictions" vests those courts, respectively, with power to issue executions on their judgments.<sup>13</sup>

<sup>11</sup> Cohens v. Virginia, 6 Wheat. 264 (5:257); Osborn v. Bank, 9 Wheat. 739 (6:204); Wayman v. Southard, 10 Wheat. 1-49 (6:253); Martin v. Hunter's Lessees, 1 Wheat. 304 (4:97); Sheldon v. Sill, 8 How. 441 (12:1147); Turner v. Bank, 4 Dall. 10 (1:718); Cary v. Curtis, 3 How. 236 (11:576); Grover Co. v. Florence Co., 18 Wall. 553-587 (21:914); Rhode Island v. Massachusetts, 12 Pet. 657 (9:1233); Federalist Nos. LXXX, LXXXI, LXXXII.

<sup>12</sup> U. S. v. Arredando, 6 Pet. 691 (8:547); Rhode Island v. Massachusetts, 12 Pet. 657 (9:1233); Wayman v. Southard, 10 Wheat. 1-49 (6:253); Slater v. Mexican Cent. R. Co., 194 U. S. 120-135 (48:900).

<sup>13</sup> Wayman v. Southard, 10 Wheat. 1-49 (6:253); Knox County v. Aspinwall, 24 How. 376, 386 (16:736); United States v. John-

**§ 661 Power to issue writs necessary for the exercise of jurisdiction.**—The fourteenth section of the original judiciary act, which is still in force, invested the supreme court and the circuit and district courts with power to issue **writs of scire facias**, and all other writs not specially provided for by statute, which may be necessary for the exercise of their respective jurisdictions, and agreeable to the principles and usages of law.<sup>14</sup> This statute was enacted under and by virtue of the constitutional provision giving to congress the power to make all laws which shall be necessary and proper for carrying into execution all the powers vested by that instrument in the government of the United States, or in any department or officer thereof; and the authority given to the courts by the statute under consideration is not limited to the issuance of original or mesne process or process anterior to final judgment, but authorizes the issuance of all such writs after final judgment as may be necessary and appropriate to the beneficial exercise of the jurisdiction of the courts, and to render their judgments effectual.<sup>15</sup> The words, "agreeable to the principles and usages of law," contained in the statute, embraced not only such writs as were sanctioned by the principles and usages of the common law, but also such writs as were, at the time of the passage of the act, in use in the state courts and not conformable to the common-law writs.<sup>16</sup> Under this statute, it is well established that a circuit court may issue a **writ of mandamus** to compel the officers of a county, city, or town, to levy a tax to pay and satisfy a judgment previously rendered against it in such court.<sup>17</sup>

son. 6 Wall. 198 (18:777); *Bank v. Stevens*, 169 U. S. 432-465 (42: 807); *Bank v. Halstead*, 10 Wheat. 51 (6:264); 4 Fed. Stat. Anno. 498-506.

<sup>14</sup> 1 U. S. Stat. at L. ch. 20, sec. 14, pp. 73-79; U. S. Rev. Stat. sec. 716; 4 Fed. Stat. Anno. 498-506.

<sup>15</sup> *Wayman v. Southard*, 10 Wheat. 1-49 (6:253); *Bank v. Halstead*, 10 Wheat. 51 (6:264).

<sup>16</sup> *Bank v. Halstead*, 10 Wheat. 51 (6:264).

<sup>17</sup> *Knox County v. Aspinwall*, 24 How. 384 (16:738); *Riggs v.*

*Johnson County*, 6 Wall. 187 (18: 733); *Supervisors v. United States*, 9 Wall. 415-419 (18:732); *Mayor v. Lord*, 9 Wall. 409-414 (18:704); *United States v. Quincy*, 4 Wall. 431, 435 (18:403); *Walkley v. Muscatine*, 6 Wall. 481-484 (18:930); *Supervisors v. United States*, 4 Wall. 435-447 (18:419); *Chamis v. Trader*, 132 U. S. 210-214 (33: 345); *United States v. Knox County*, 122 U. S. 306-320 (30: 1152); *United States v. Lee County*, 6 Wall. 210-212 (18:781); *Memphis v. Brown*, 97 U. S. 300-

**§ 662. Same—Writs of injunction in aid of jurisdiction.—** Notwithstanding the statutory inhibition that "the writ of injunction shall not be granted by any court of the United States to stay proceedings in any court of a state, except in cases where such injunction may be authorized by any law relating to proceedings in bankruptcy,"<sup>18</sup> yet, nevertheless, when a circuit court of the United States has acquired jurisdiction over a cause, either by its having been originally instituted in it, or removed to it from a state court, such circuit court may issue writs of injunction, including writs to stay proceedings in state courts, in aid of and to protect its own jurisdiction, and to enforce its own orders, judgments and decrees, and may restrain all proceedings in a state court which would have the effect of defeating or impairing its own jurisdiction.<sup>19</sup>

**§ 663. The jurisdiction of the circuit courts defined by federal legislation.—** The circuit courts have been created and their jurisdiction conferred and defined by federal legislation, pursuant to a constitutional grant of power; and to this legislation alone we must look for an enumeration of the classes of controversies of which they have been given cognizance. It is true that the entire mass of judicial power vested in the federal

(24:924); Galena v. Amy, 5 Wall. 705 (18:560); Butz v. Muscatine, 8 Wall. 575 (19:490); Rees v. Watertown, 19 Wall. 107 (22:72); Heine v. Levee Com'rs, 19 Wall. 655 (22:223); East St. Louis v. United States, 120 U. S. 600 (30:798).

<sup>18</sup> U. S. Rev. Stat. sec. 720; 4 Fed. Stat. Anno. p. 509; 1 U. S. Stat. at L. ch. 22, sec. 5, pp. 334, 335.

<sup>19</sup> Julian v. Central Trust Co., 193 U. S. 93-114 (48:629); Sharon v. Terry, 36 Fed. R. 365, 1 L. R. A. 572; Fest v. Union Pac. R. Co., 10 Blatch. 520, Fed. Cas. 4,830; French v. Hay, 22 Wall. 250 (22:587); Dietzsch v. Huldekoper, 103 U. S. 494 (26:497); Wagner v. Drake, 31 Fed. R. 851; Hamilton v. Walsh, 23 Fed. R. 420; Garner

v. Second Nat. Bank, 67 Fed. R. 833; President of Bowdoin College v. Meritt, 59 Fed. R. 6; Heinsley v. Myers, 45 Fed. R. 283; Fidelity Ins. Trust and Safe Deposit Co. v. Norfolk & W. R. Co., 88 Fed. R. 815-821; Terre Haute & I. R. Co. v. Peoria & P. U. R. Co., 82 Fed. R. 943; Trust Co. v. Railway Co., 109 Fed. R. 3; Railway Co. v. Scott, 13 Fed. R. 795; Stewart v. Wisconsin Cent. R. Co., 117 Fed. R. 782; Trust Co. v. Railway Co., 59 Fed. R. 385; State Trust Co. v. Kansas City R. Co., 110 Fed. R. 10; Garner v. Bank, 67 Fed. R. 833; Baltimore R. Co. v. Ford, 35 Fed. R. 170; Freshman v. Insurance Co., 41 Fed. R. 449; Abeel v. Culberson, 56 Fed. R. 329; 1 Bates, Fed. Eq. Proc. sec. 541; 4 Fed. Stat. Anno. pp. 510-512.

government has its origin in the constitution; but the duty of creating the inferior courts, organizing the judicial system, and distributing the jurisdiction, was confided by that instrument to congress;<sup>20</sup> and the circuit courts, having been ordained and established, and their jurisdiction defined, the judicial power as defined in the constitution became operative through them to its full extent over the subjects of jurisdiction confided to them.<sup>21</sup>

§ 664. Same—Four great federal judiciary acts.—Since the establishment of the federal government, there have been enacted, by congress, four great federal judiciary acts, affecting the organization of the federal judiciary, and distributing the judicial power of the government and defining the jurisdiction of the several courts of the system; and to these acts and their various amendments, together with a large number of special statutory enactments, we must look for a statement and enumeration of the various classes of cases of which the circuit courts have jurisdiction.<sup>22</sup>

§ 665. The jurisdiction of the circuit courts is either concurrent or exclusive.—The jurisdiction of the circuit courts of the United States in civil causes is either (1) concurrent with the courts of the several states or (2) exclusive of the state courts; and that part of its jurisdiction which is exclusive of the state courts is either (1) concurrent with the United States district courts, or (2) exclusive of such courts.<sup>23</sup>

threading  
the  
needle

§ 666. Object and purposes of this chapter.—The object and purposes of this chapter are, to state in concise form, (1) the common law and equity jurisdiction of the circuit courts of the United States concurrent with the courts of the several states, and (2) the common law and equity jurisdiction of the circuit courts exclusive of the state courts, and (3) to show in what

<sup>20</sup> Carey v. Curtis, 3 How. 236 (11:576); Turner v. Bank, 4 Dall. 10 (1:718); Sheldon v. Sill, 8 How. 441 (12:1147); Grover Co. v. Florence Co., 18 Wall. 553-587 (21:914).

pp. 470-473; 25 U. S. Stat. at L. ch. 866, pp. 433, 434; 26 U. S. Stat. at L. ch. 517, pp. 826-828; U. S. Rev. Stat. secs. 629, 711; 4 Fed. Stat. Anno. pp. 245-397; 1 U. S. Comp. Stat. 1901, pp. 501-517, 577, 578.

<sup>21</sup> Osborn v. Bank, 9 Wheat. 739 (6:204).

<sup>23</sup> See statutes cited in section next preceding.

<sup>22</sup> 1 U. S. Stat. at L. ch. 20, pp. 73-79; 18 U. S. Stat. at L. ch. 137,

particulars the common law and equity jurisdiction of the circuit courts is concurrent with and in what particulars it is exclusive of the United States district courts.

§ 667. Same—The word "concurrent"—Its broad significance in the federal judiciary acts.—The word "concurrent," used in the federal judiciary acts, is a word of very broad and comprehensive meaning; it derives its peculiar force from the circumstance that it was selected by congress at its first session under the constitution, and has been adhered to ever since, in the enactment of statutes distributing the judicial power of the government, as the word *apposite* to an accurate expression of the true limits of that judicial power, in its application to cases at law and in equity; and it has, by long legislative usage and frequent judicial construction, acquired a permanent place in the language of federal law and jurisprudence, and is of constantly recurring importance in determining the limits of the original jurisdiction of the circuit courts of the United States, and especially in suits affecting personal and property rights of parties arising under state legislation.

The judicial power of the United States, which, by the very words of the constitution, extends "to all cases in law and equity" of the classes in that instrument enumerated, is not limited to suits which the common law recognized among its old and settled proceedings, nor to suits upon causes of action originating in the common law, nor to suits in equity recognized among the old and settled equitable remedies based upon the general principles of equity jurisprudence, nor to cases in law and equity arising under the constitution, laws and treaties of the United States, but it extends also to new causes of action, either legal or equitable, created by the statutes of the several states; and whenever, by virtue of a state statute, the courts of law and equity of that state are vested with jurisdiction of a suit between parties plaintiff and defendant, founded on a right created by the state statute, which involves any property or claim of the parties capable of pecuniary estimation, and which is the subject of the litigation, and the respective claims of the parties to which may be presented by pleadings for judicial determination, the federal courts, sitting in the state where such statute exists, are, by the federal judiciary acts, vested with jurisdiction, concurrent with the courts of the state, over

such suits, between proper parties and involving the requisite jurisdictional amount or value. The constitutional provision extending the judicial power of the general government to controversies between citizens of different states had its origin in the conviction of the founders of the government, that state attachments and state and local prejudices might injuriously affect the regular administration of justice in the state courts, when the opposing parties should be citizens of different states, and that adequate protection against such influences would be secured by allowing to the plaintiff an election of courts before suit, and when the suit is brought in the state court, a like election afterward, by the defendant by removal; but this protection against injustice resulting from state attachments and local prejudice could not be fully secured, unless congress should have the power to invest the federal courts with jurisdiction commensurate with the jurisdiction of the courts of the several states in all suits of a legal or equitable nature, between citizens of different states, although the right or cause of action may be created by state statute. If state legislation could create new legal and equitable rights, and exclude the federal courts from all participation in their enforcement, then the wise and judicious policy of the constitution in this respect could and would be defeated by state action; and the legislative department of the government, pursuant to the constitution and in execution of the power conferred by it, by the use of the word "concurrent" in the judiciary acts, intended to, and did vest in the circuit courts a jurisdiction co-extensive with the jurisdiction of the courts of the several states, in all suits of a legal or equitable nature, without regard to the source of the cause of action, between citizens of different states, whenever the matter in dispute is of the statutory sum or value; and it is now definitely settled that, whenever a general rule as to property or personal rights, or injuries to either, is established by state legislation, its enforcement by the federal courts in a case between proper parties and involving the requisite sum or value is a matter of course, and the jurisdiction of those courts in such cases, cannot be limited by state action.<sup>34</sup>

<sup>34</sup> *Gains v. Fuentes*, 92 U. S. 10—*v. Myers*, 115 U. S. 1-25 (29:325); 26 (23:524); *Union Pac. Ry. Co.* *Chicago & Northwestern Ry. Co.*

Appellant  
RE [REDACTED] US Trust  
PO Box [REDACTED]

ORIGINAL FILED THIS  
DAY OF APR [REDACTED] 2016  
DONNA [REDACTED]  
Clerk of [REDACTED] Court  
By: [REDACTED] Deputy

In the Superior Court of [REDACTED],

In and For [REDACTED] County

In the matter of:

[REDACTED] National Association,  
successor by merger with  
National Bank of [REDACTED],

Plaintiff,

v.

[REDACTED]  
Defendant.

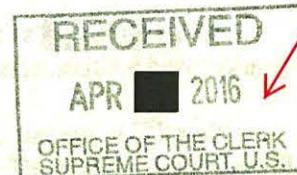
The undersigned hereby gives notice of:

Filing of the Notice of Appeal dated the [REDACTED] day of April, 2016 with the Clerk of the Supreme Court of the United States and application for stay of execution of the judgment dated the [REDACTED] of April, 2016 pending review in the supreme court with the [REDACTED] Justice.

Case No. V-[REDACTED] CV-[REDACTED]  
(Forcible Detainer)  
[REDACTED] Supreme Court Case No.  
CV-[REDACTED]-S-[REDACTED]

Notice of Filing of Notice of Appeal

Accepted by SCOTUS



[REDACTED]  
Appellant

Conclusion: when jurisdiction is invoked - SCOTUS comes down to the lower court, NOT the other way around.

What's left? "Application for a writ of mandamus in the alternative to aid the courts jurisdiction". Bates 681.

When was the last time you saw a lower court date and a SCOTUS date one week apart in legal land? We skipped every legal species of arguing and skipped straight to pure equity of SCOTUS inside of 7 days....this is *prima facie*.

w/o

SUPERIOR COURT, STATE OF [REDACTED] IN AND FOR THE COUNTY OF [REDACTED]

NATIONAL BANK OF [REDACTED], Plaintiff, -vs- [REDACTED], Defendant.	Case No. [REDACTED]  RULING re: STAY OF WRIT OF RESTITUTION AND SUPERSEDEAS BOND	FILED DATE: APR [REDACTED] 2016 [REDACTED] O'Clock A.M. [REDACTED] CLERK BY: [REDACTED] Deputy
--	---	--

HONORABLE [REDACTED] BY: [REDACTED] Judicial Assistant  
DIVISION PRO TEM A DATE: April [REDACTED], 2016

The Court has reviewed Defendant ("[REDACTED]") *Notice of Appeal and Request for Stay of Execution, Amended Notice of Appeal and Request for Stay of Execution, Plaintiff's Response to Amended Notice of Appeal and Request for Stay of Execution*, and the Supreme Court of [REDACTED] Order dated April [REDACTED], 2016.

Neither [REDACTED]'s initial *Notice of Appeal* nor his *Amended Notice of Appeal and Request for Stay* addressed a supersedeas bond.

Plaintiff is asking the supersedeas bond be set at \$ [REDACTED], which is the amount it claims as a deficiency following the Trustee's Sale. The Defendant defaulted on a [REDACTED] Promissory Note and Deed of Trust. Plaintiff elected to proceed with a non-judicial Trustee Sale, which was held on [REDACTED], 2016. Plaintiff could have sued on the Promissory Note instead of proceeding non-judicially. Plaintiff's election of remedies may have precluded it from pursuing a deficiency judgment against the Defendant. [REDACTED] The Court is not deciding this issue, but points out the bond proposed by the Plaintiff may not be the best measure in setting a supersedeas bond. A supersedeas bond based upon what the property would generate in rent per month is a more appropriate bond to protect the Plaintiff's interest.

**IT IS HEREBY ORDERED** [REDACTED]

**IT IS FURTHER ORDERED** the writ of restitution is STAYED [REDACTED]

cc: [REDACTED]

Affirmative Equity Relief, "Writ" to "Stay" which can only come from Supreme Court Jurisdiction.

# 1873 Oliver Haynes "Outlines on Equity"

## TABULAR ANALYSIS\* OF EQUITY JURISDICTION.

### EQUITY.

Classification of Heads of Jurisdiction (p. 28).

I.—Exclusive Jurisdiction. II.—Concurrent Jurisdiction. III.—Auxiliary Jurisdiction.

#### I.—EXCLUSIVE JURISDICTION (p. 98).

In respect of rights wholly ignored by the Common Law (p. 100).

In respect of persons under disability (p. 129).

Protection of Infants.

Trusts (p. 101). Administration (p. 112).

Property of Married Women (p. 118).

Mortgages, Penalties, and Forfeitures (p. 126).

Creditors' Suits (p. 112).

Legatees' Suits (p. 114).

Suits by parties interested in residue (p. 117).

1. Separate Estate. (Lect. VII.)

2. Equity to Settlement (p. 121).

3. Right of Survivorship in Equitable Interests (p. 123).

\* This Table refers to the original series of Lectures only.

A \*

**Author:** Roark Schwagerl

**Created:** March 30, 2016 at 12:54:14 PM

**Updated:** April 10, 2016 at 12:50:48 PM

**Notebook:** A GENERAL BOX

**Tags:** Bingo, Seminar, suretyship, subrogation, Gibson

## BINGO! §962 Gibson: Suretyship, Subrogation, Exoneration.

§962. Suits for Exoneration of Sureties.—Entire **good faith** is required between **debtor** and **creditor** and **sureties**. And if a creditor does any act affecting the surety, or if he omits to do any act of duty which **he is required to do by the surety**, or otherwise **bound to do**, and that act or omission may **prove injurious to the surety**; or if a creditor enters into any stipulations with the debtor, unknown to the surety, and inconsistent with the terms of the original contract, the surety may set up such act, omission or **stipulation**, as a defence to any suit brought against him, in a **Court of law or Equity**. So that if a creditor stipulates with his debtor, in a binding manner, upon a sufficient consideration, to give further time for payment, without the consent of the surety, the latter [surety] will be thereby discharged, if the arrangement might be injurious to him. Mere delay on the part of the creditor, at least if some other Equity does not intervene, unaccompanied [in the negative] with any valid contract for such delay, will not [in the negative] amount to laches,[no how much time passes without lawsuit you are still the surety] so as to discharge the surety; **for the creditor is under no obligation to press the principal for payment**. However, **sureties are not obliged to wait for their principal to bring suit, but are entitled to come into a Court of Equity, after a debt has become due, and compel the debtor to exonerate them from their liability by paying the debt**.[due process to treasurer of birth county?] If a surety requests the creditor to sue forthwith, stating that he will consider himself no longer bound as surety if the creditor fails to do so, he will be discharged by the creditor's failure so to sue, if his principal was solvent when the notice was given, but becomes insolvent after the expiration of the time probably required to prosecute the suit to judgment if it had been promptly instituted as requested.

### Elements to exonerate

§963. Frame and Form of Bill for Exoneration of Sureties.—The bill must allege

- (1) the fact of suretyship and how arising, [i signed the paperwork, i am not the debtor - name holder]
- (2) the solvency of the principal debtor when the right of action on the obligation accrued, [it is unknown if the BC is insolvent]
- (3) that, after such right accrued and while the principal was solvent, complainant notified the creditor to bring suit at once on said obligation or he, the complainant, would stand as surety no longer, [do equity - give notice to creditor to demand he bring suit or i will no longer stand as surety]
- (4) that after such notice the creditor failed to sue in a reasonable time,[SOI of the Notice and failure]
- (5) that in the interim between such notice and the bringing of suit by said creditor, against

complainant on said obligation the principal debtor became insolvent, and [it is unknown if the BC is insolvent]

(6) should pray that said creditor suit be enjoined and complainant discharged from liability on said obligation.

#### **SUITS FOR SUBROGATION.**

§964. Suits for Subrogation and Substitution.—**Subrogation is the substitution of one person in place of a creditor**, [!!!] whose debt he has paid under compulsion not being liable primarily therefor, and to whose **rights as to the collection of that debt he, thereupon, succeeds**. [that's the merger!!!!!!] So, whenever a surety, or other person secondarily liable, discharges a debt, he [the surety] is entitled to the benefit of all collaterals or liens which the creditor held as security [that's the merger of the liens!!!!]; and the person **secondarily liable is entitled to be subrogated to the rights of the creditor against the person primarily liable**. In such cases, **Equity regards the payment by the surety, or other person secondarily liable, as equivalent to a purchase of the creditor's rights, equities and collaterals as against the debtor primarily liable**; and the **Court will treat such payor as an assignee of the creditor, to that extent**. So, a creditor is entitled to the benefit of any indemnity [see §685], or collateral security, given by the debtor to his surety. Where, in any case, one not primarily liable pays a debt, or discharges an encumbrance or lien, being under legal compulsion so to do, he will in Equity be substituted to all of the creditor's rights against the person primarily liable.

[Notice how he never says that the Surety "must" sue the debtor - it's never ever put that way; rather, it's saying that you take over for the Creditor, and that's that - it's "merger" and "extinguishment of the debt, lien, encumbrance, poof, gone!"]

The following are the most usual cases of substitution and subrogation:

1. "Where a surety discharges the debt or obligation of his principal. [every payment you ever made in life was as the Surety, not the Principal Debtor- let that sink in]
2. "Where a co-surety pays a judgment that is a lien on the other surety's land.
3. "**Where anyone not primarily liable pays the debt or discharges the obligation of the one primarily liable**. [we've been paying the debts of the ALL CAP since 15 days after our birth - time to subrogate!!!]
4. "**Where a purchaser, for his own protection, discharges an incumbrance on the purchased property**. [Due to threat they take your house, car, money, children, liberty, turn off your lights, turn off your cellphone, etc - you pay the debt for the Principal debtor]
5. "Where a junior encumbrancer for like reason pays off a prior encumbrance. [merger and extinguishment].
6. "Where a person advances money to discharge an incumbrance on an agreement that he should succeed to the rights of the encumbrancer. [could this be everytime you cashed a check at the teller's window to get an advance, don't know?]
7. "**Where a devisee, heir, or legatee satisfies a debt against the estate for which others are equally liable**. [this is us....the debtor is a "decedent's legal estate, we are the heir, and we are paying the decedent's debts all this time - the STATE is the estate's administration.]
8. "**Where any person, for his own protection, or the protection of some interest he represents, pays a debt for which another is primarily liable**. [that's compulsion - whether

you signed or not - you are dragged into this suretyship because otherwise they will take your property, money, cut off your lights, etc]

9. "When an insurance company pays in full a loss, it thereby becomes subrogated to the rights of the insured against the party causing the loss, and against other insurers. [2016 SCOTUS - "Montanile" case already looked at.]

#### §965. Form of Bill for Subrogation and Substitution.

more elements from web -

- 1) the plaintiff-surety conferred a benefit upon a defendant-creditor by paying the debtor's debt;
- 2) the defendant had knowledge of such benefit - from notice; and under circumstances where it would be unjust for him to retain the benefit without payment (paying back the surety.).

See more at:

<http://subrogation.uslegal.com/subrogation-and-liens/#sthash.Mgvad8pu.dpuf>

Exonerated:

- 1) Demand to the Principal to pay the debt or you will be discharged.
- 2) Request to creditor to sue the BC or you will no longer be bound

NO. 5 says "when the BC is shown to be insolvent then the surety is discharged I, the surety, under legal compulsion to do so, hereby having made all the payments for and on behalf of the principal debtor since the beginning do notice all parties that i am subrogated to the rights of the creditor in this (all) transactions.

I, the surety in this matter, for my own protection , do hereby make the payment to protect my private person property as the Surety to the Principal Debtor; and furthermore, give notice that I as Surety am the subrogee and that you, the Bank, Creditor are the subrogor. You have hereby noticed of my sole exclusive act to subrogate you to my rights as the surety.

§683 Gibson - for by the original bill, where facts which have since occurred may require it. Thus, if a surety, while seeking indemnity against his principal, has the debt to pay, he must by supplemental bill bring this fact before the Court.

**6. By Pledge of Property to Secure the Debt of Another.—**Where a person pledges or mortgages his own property to secure the debt of another, the property so pledged or mortgaged occupies the position of a surety.<sup>1</sup>

**II. How SURETYSHIP MAY BE CREATED—1. By Express Contract.—**The relation of principal and surety may be established by any form of words which express the intention of the parties. But all the parties signing an obligation are principals, unless it appears otherwise, or it be shown by the express understanding of all the parties to the contract that the relation of principal and surety existed between the makers of the instrument.<sup>1</sup>

The plaintiff respectfully shows the Court:

### **Jurisdiction**

This court has jurisdiction over this matter pursuant to Article III §§1, 2, Constitution of the United States, as amended, and that the district court has original jurisdiction of civil cases arising in equity thereunder. The plaintiff is a private resident of Lewisville, Maple County, Iowa and a private citizen of the United States. The defendant, The State of Iowa, is one of the several states of the United States of America. The defendant, The Mayor and City Council of Lewisville, a municipal corporation and residents of Lewisville, Iowa and are citizens of the United States. The cause of action arose in the Maple division.

### **Complaint**

The State of Iowa commenced an action in the Lewisville Municipal Court, Maple County, State of Iowa on or about the 5th day of April, 2016, entitled STATE OF IOWA, Plaintiff, v. JOHN HENRY DOE, Defendant, Case Number CC-2016-7776 and that petitioner received summons and a copy of state court plaintiff's complaint on or about the 26th day of April, 2016, via first class mail addressed to and left at petitioner's place of business. A copy of the Summons and Complaint served on your petitioner in the state court action are attached hereto and plaintiff states for the record that this notice and petition is timely. The complaint purports to assert four causes of action including: 1) hosting a prohibited outdoor event without obtaining required use permits in violation of Lewisville Land Development Code; 2) violation of the maximum sound level by hosting said event in violation of Lewisville City Code; 3) hosting a prohibited outdoor event without obtaining required use permits in violation of Lewisville Land Development Code; 4) violation of the maximum sound level by hosting said event in violation of Lewisville City Code. The plaintiffs in the state court action assert that each of the aforesaid claims is a "class 1 misdemeanor".

That the plaintiff owns a business known as ButterCups Eatery (hereinafter ButterCups ), which is held in a private trust, located near the City of Lewisville and within Maple County, Iowa and that this controversy arises from relations of confidence and trust reposed in the officers and agents of the City of Lewisville and the State of Iowa by implication, and express contracts evidenced by instruments issued by the former and entitled "Certificate of Occupancy", "Building Permit", "Business License", along with other implied contracts/trusts.

That the defendants filed a civil action in the Lewisville Municipal Court, Maple County, State of Iowa/Lewisville Magistrate's Court on the 17th day of October, 2015, alleging various building code violations, which was ordered dismissed on the 15th day of November, 2015, on the defendant's own motion.

That the defendants have issued vexatious "Stop Work Orders" and made inflammatory and malicious statements that have been published in the Press that threaten civil and criminal penalties, court ordered business closure, and that the statements have contributed to business losses, damaged goodwill, and violated a multitude of private primary rights, both legal and equitable. For further illumination, the following statements by the defendant were published on the 4th day of December, 2015, in an article entitled *City issues compliance deadline to ButterCups* in the Lewisville Yellow City News:

"It is important to be mindful that as of Dec. 9, 2015, if the violations are not satisfactorily addressed, the temporary certificate of occupancy permit shall expire, leaving ButterCups with no legal rights to operate any portion of ButterCups at the 1224 W. SR 43f location," Larson wrote. [Audree Larson, Director, Community Development Department, City of Lewisville]

"Because of your decision not to correct the identified violations, the city of Lewisville is pursuing criminal legal action," Larson wrote in what is one of hundreds of documents and emails between the city and owners over the last 18 months. "Failure to voluntarily bring all identified violations into compliance will result in further criminal citations and other enforcement actions." [Emphasis mine]

"According to City Attorney Robert Howe, if the business owners do not comply by Dec. 9, a more comprehensive citation will be issued. From there, he said they hope compliance is achieved through the Lewisville Municipal Court process. If not, the city will pursue further action, which could result in an order from Maple County Superior Court to close the business."

"Howe said the reason that the previous citation was dismissed is so that a comprehensive approach could be taken to address all violations rather than having fragmented citations

which would require separate prosecutions. 'If the violations are not brought into compliance, then this comprehensive citation for all known violations will effectively replace the citation that was dismissed,' he said. 'The practical result for ButterCups is merely a delay in enforcement action so the city can take a more efficient approach. Unfortunately, I suspect that ButterCups may have seen the dismissal as some sort of victory, which most certainly is not the case.'"

As a result of the following statements made in the press, your petitioner placed trust and reliance in the defendants by relying on said statements as signs of good faith, but they were not. The following comments published the 9th day of March, 2016 in the Lewisville Yellow City News in an article entitled, ButterCups Complies with City:

"According to City Attorney Robert Howe, the West Lewisville restaurant [ButterCups] has come into compliance with city codes, obtained its certificate of occupancy and business license, and it appears that it will also be getting its liquor license." "This was a great example of how city government can work together with local businesses to resolve differences and ensure that positive results are achieved", Howe said after the letter was sent. "I applaud ButterCups for recognizing the best path toward the future success of their business. If other local businesses would take advantage of opportunities to work with city staff on creative solutions, we could avoid conflicts and better serve our community." and; "In a letter to the Iowa Department of Liquor Licenses and Control, Howe wrote that ButterCups, LLC has successfully obtained its Certificate of Occupancy for the premises of its ButterCups Organic Oasis business. Accordingly all of the matters of objection by the Lewisville City Council in its recommendation for denial of the application have been resolved."

Your petitioner has suffered ongoing and repeated injury and irreparable harm by the defendants and will continue to suffer irreparable harm by and through the repeated acts done by the defendant's unclean hands and inequitable conduct without the aid and exercise of the Court's equity powers. Your petitioner asserts that the defendants have engaged in systematic abuses of power, studied concealment, constructive fraud and breach of trust, and have conspired under color of law to deprive your petitioner of fundamental rights protected by the constitution of the United States, including but not limited to, rights, privileges and immunities held by your petitioner

as a private citizen of the United States, deprivation of civilian due process rights, right to peaceably assemble, freedom of speech, suretyship and cestui que rights, the evidence which your petitioner intends to show the Court.

### **Demand**

Wherefore the acts complained of such a shocking nature as to be repugnant to good conscience and good reason, your petitioner respectfully prays:

1. That process issue.
2. That the defendant be required to set out in his answer a full and detailed account of all moneys, notes of hand, accounts, or other evidences of debt, and all property of every kind that came into his hands, and show what disposition he made of them in relation to agreements and contracts arising out of the fiduciary duty owed the plaintiff by the defendants.
3. That the Court order appointment of a Special Master and that an account be taken and stated showing all the moneys, accounts, choses in action and other evidences of debt, and all property, that went into the defendant's hands, or should by due diligence have gone into his hands by virtue of them being constructive trustees, and what disposition they have made thereof, and what profit he made or could by due diligence have made out of the money and property that went, or might have gone, into his hands as such trustee.
4. That the Master show in his said report what balance is due plaintiff, after allowing the defendants all just credits, but no compensation, and that a decree be rendered in favor of plaintiff against the defendant's and their sureties for said balance;
5. That the defendant's original complaint be dismissed with prejudice and that restraining order issue in aid of the Court's equitable jurisdiction and to do complete justice, to restrain the defendants from further proceedings or actions at law against your petitioner. Further, that an attachment issue and be levied upon the property of the defendant.
6. That plaintiff have an order that the Mayor and Council of Lewisville and the sureties on their official bonds be made parties defendant to this bill and all others who have confederated with them be enjoined and made parties defendant.

7. That trustees of The ButterCups Trust and ButterCups LLC be joined in this suit as parties plaintiff.

8. That evidence, documents and all other matters related to the aforesaid private trust, and the trustees and beneficiaries are confidential, proprietary and private, where public disclosure would constitute a breach, plaintiff prays that the case be ordered sealed.

9. That plaintiff have such further and other relief as she may be entitled to.

Damages: \$TDD. Plaintiff is seeking an accounting to determine the amount due and owing as a result of the inequitable conduct, constructive fraud and breach of trust and likewise offers to do equity to the defendants for any obligations outstanding and to make restitution to any injured party who has suffered as a result of your petitioner's alleged actions.

I, John Doe, hereby make oath, that the foregoing notice of removal and complaint, subscribed by me, is true of my own knowledge and that matters stated according to information and belief, I believe to be true.

Dated:                   signature of Pro Se Plaintiff